

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
FANTASY FUTURES LIMITED PARTNERSHIP

\* \* \* \* \*

WE, THE UNDERSIGNED, desiring to form a limited partnership pursuant to the Uniform Limited Partnership Act, as set forth in Idaho Code, Sections 53-201, et seq., of the State of Idaho, do hereby certify:

1. The name under which the partnership is to be conducted FANTASY FUTURES LIMITED PARTNERSHIP (hereinafter the "Partnership").

2. The general character and the purpose of the Partnership are to acquire, own, hold, manage and sell property, both real and personal, which is to be held solely for investment purposes.

3. The name and address of the Partnership's registered agent for service of process is E. James Parkinson, 1100 W. Jefferson, Boise, Idaho 83702. The principal office of the Partnership is located at 1100 W. Jefferson, Boise, Idaho 83702.

4. The name and place of residence of each General Partner interested in the Partnership are as follows:

<u>Name:</u>	<u>Address:</u>
Thomas T. Wright	1412 W. Idaho Street Boise, ID 83702
Michael P. Ostling	1100 W. Jefferson Boise, ID 83702
E. James Parkinson	1100 W. Jefferson Boise, ID 83702

5. The name and place of residence of each Limited Partner interested in the Partnership are as follows:

JAN 27 3 16 PM '86  
SECRETARY OF STATE

Name:

Address:

Thomas T. Wright

1412 W. Idaho Street  
Boise, ID 83702

Michael P. Ostling

1100 W. Jefferson  
Boise, ID 83702

E. James Parkinson

1100 W. Jefferson  
Boise, ID 83702

6. The amount of cash contributed by each partner is \$10.00. There has been no contribution of other property, labor or services.

7. The General Partners are required to contribute capital to the Partnership if and when the General Partners determine that additional capital is needed to pay or cover either (a) principal and/or interest payments on obligations of the Partnership, or (b) taxes and assessments levied against the Partnership property, and for no other purpose.

8. A Limited Partner cannot substitute an assignee in his place without first obtaining the prior written consent of the General Partners; provided, however, a Limited Partner can make gifts or sales of Partnership interests to any members of his family, either directly or through the utilization of a trust or otherwise. Even if a Limited Partner receives the consent of a General Partner to the transfer of his interest (except to a family member as stated above), transfer is subject to a right of first refusal under the Articles of Limited Partnership, as well as certain other specific requirements which must be met in order for the substitution of an assignee as a limited partner to be effected.

9. A General Partner may not assign or otherwise transfer his interest, nor voluntarily withdraw or otherwise terminate his participation in the

Partnership as a General Partner without the prior unanimous written consent of the other General Partners. A Limited Partner may not assign or otherwise transfer his interest or withdraw from the Partnership, except with the prior written consent of the General Partners. See paragraph 8 above for additional requirements. Upon the termination of a General Partner, the business shall be continued by the remaining General Partners, if any. Upon the termination of the sole remaining General Partner, a substituted general partner may be designated by the Limited Partners. If no General Partner is designated by the Limited Partners, the Partnership shall be dissolved and liquidated.

10. No Partner has a right to withdraw from or reduce his contribution to the capital of the Partnership. However, net cash flow of the Partnership is to be distributed to the Partners, as determined in the Articles of Limited Partnership.

11. The Partnership is to continue until the death, bankruptcy, disability, resignation or termination of the sole remaining General Partner, unless the Limited Partners elect to continue the Partnership pursuant to the provisions of the Articles of Limited Partnership or unless sooner terminated by unanimous agreement of all the General Partners, or the sale of substantially all of the Partnership assets.

12. Upon the death, incapacity, expulsion, withdrawal or bankruptcy of a General Partner, the business shall be continued by the remaining General Partners, if any. Also, see paragraph 9 above.

IN WITNESS WHEREOF, the undersigned have executed this  
Certificate of Limited Partnership this 27<sup>th</sup> day of January,  
1986.

GENERAL PARTNERS:

Thomas T. Wright  
THOMAS T. WRIGHT

Michael P. Ostling  
MICHAEL P. OSTLING

E. James Parkinson  
E. JAMES PARKINSON

LIMITED PARTNERS:

Thomas T. Wright  
THOMAS T. WRIGHT

Michael P. Ostling  
MICHAEL P. OSTLING

E. James Parkinson  
E. JAMES PARKINSON

STATE OF IDAHO     )  
                              ss.  
County of Ada     )

On this 27<sup>th</sup> day of January, 1986, before me, the  
undersigned Notary Public in and for said State, personally appeared THOMAS  
T. WRIGHT, an individual, known or identified to me to be the person whose  
name is subscribed to the foregoing instrument, and acknowledged to me that he  
executed the same, as both a General Partner and a Limited Partner.

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

Gene Saul - Jr  
NOTARY PUBLIC, State of Idaho  
Residing at Boise, Idaho

STATE OF IDAHO     )  
                              ss.  
County of Ada        )

On this 27<sup>th</sup> day of January, 1986, before me, the undersigned Notary Public in and for said State, personally appeared MICHAEL P. OSTLING, an individual, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as both a General Partner and a Limited Partner.

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

Hugh Saul-Fr Jr  
NOTARY PUBLIC, State of Idaho  
Residing at Boise, Idaho

STATE OF IDAHO     )  
                              ss.  
County of Ada        )

On this 27<sup>th</sup> day of January, 1986, before me, the undersigned Notary Public in and for said State, personally appeared E. JAMES PARKINSON, an individual, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as both a General Partner and a Limited Partner.

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

Hugh Saul-Fr Jr  
NOTARY PUBLIC, State of Idaho  
Residing at Boise, Idaho