

CERTIFICATE OF LIMITED PARTNERSHIP

OF

W.Y.L., LTD., A LIMITED PARTNERSHIP

(a/k/a Milwaukee Shopping Center Associates,
A Limited Partnership)

STATE OF IDAHO)
) ss.
County of Ada)

THE UNDERSIGNED, having formed a Limited Partnership under the Uniform Limited Partnership Act of the State of Idaho, hereby sign and swear to the following Certificate effective the 10th day of December, 1979.

1. The name of the Partnership is "W.Y.L. Ltd., A Limited Partnership" (a/k/a Milwaukee Shopping Center Associates, A Limited Partnership);

2. The character of the Partnership is to hold, operate, manage, sell and otherwise deal in real and personal property more particularly provided in the Partnership Agreement;

3. The registered agent of the partnership for purposes of Idaho Code Section 53-204 is:

H. Larry Leasure
Owyhee Plaza, Suite 500
11th and Main Streets
Boise, ID 83702

4. The names and addresses of the partners, both general and limited as respectively designated below, are as follows:

General Partner

H. Larry Leasure
Owyhee Plaza, Suite 500
11th and Main Streets
Boise, ID 83702

Limited Partner

YICK YEE FAMILY COMPANY, an
Idaho General Partnership
c/o Boyd Yee
Route #3
Mace Road
Eagle, ID 83616

5. The Partners have contributed no cash or other property to the Partnership.

6. Additional capital contributions in cash or other property are not required of the Limited Partner at any time during the term of the Limited Partnership. In the event that sales, financing or other sources of funds are not adequate for partnership need, then the General Partner may loan, advance or contribute such funds all as more particularly provided in the Partnership Agreement.

7. Except for certain "qualified successors" as provided in the Partnership Agreement, the Limited Partners do not have the right to substitute an assignee as contributor in their place, or to otherwise assign, mortgage, hypothecate, transfer or otherwise dispose of their interest in the Partnership without the consent of Partners whose "sharing ratios" total at least ninety percent (90%).

8. No Partner has the right to withdraw or terminate his membership in the Partnership.

9. The Partners have the right to receive distributions of the net profit in accordance with their respective sharing ratios of 75% to the General Partner and 25% to the Limited Partner, provided that the Limited Partner is entitled to receive a preferential distribution of net profits as more particularly provided in the Partnership Agreement.

10. No Partner has the right to demand a return of its capital contributions prior to liquidation and winding up of the Partnership.

11. The Partnership is to be dissolved and its affairs wound up in the event of the unanimous consent of the Partners to terminate; upon the sale or disposition of all of the Partnership's property; upon the termination, dissolution, bankruptcy, resignation or withdrawal of the General Partner; or otherwise as provided in the Partnership Agreement.

12. There is no right given to the general partner to continue the business upon the withdrawal of a General Partner.

IN WITNESS WHEREOF, the undersigned Partners have executed and sworn to this Certificate of Limited Partnership.

"General Partner"


H. LARRY LEASURE

"Limited Partner"

YICK YEE FAMILY COMPANY, an Idaho
general partnership

By 
Boyd Yee, general partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of April, 1985, before me, the undersigned,
a Notary Public in and for said State, personally appeared H.
LARRY LEASURE, known or identified to me to be the person whose
name is subscribed to the within and foregoing instrument, and
acknowledged to me that he executed the same.

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


Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of April, 1985, before, the undersigned, a
Notary Public in and for said State, personally appeared BOYD
YEE, known or identified to me to be a general partner in the
General Partnership of YICK YEE FAMILY COMPANY, an Idaho general
partnership, who acknowledged to me that BOYD YEE executed the
within and foregoing instrument for and on behalf of said General
Partnership and in said General Partnership's name.

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


Notary Public for Idaho
Residing at Boise, Idaho