

DEC 31 9 09 AM '87  
STATE OF IDAHO

**LAKE CREEK LIMITED PARTNERSHIP**  
an Idaho Limited Partnership

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**LAKE CREEK LIMITED PARTNERSHIP**

By *Della J. Akers*  
Della J. Akers, General Partner

**CERTIFICATE OF LIMITED PARTNERSHIP**

The undersigned persons hereby certify to the following for the purposes of forming a Limited Partnership under the provisions of applicable Idaho Code:

**I**

The name of the Partnership shall be LAKE CREEK LIMITED PARTNERSHIP.

**II**

The character of the business to be transacted by the Partnership will be the owning, operating, managing and developing real properties and such other businesses for profit as determinable, from time to time, by the General Partners.

**III**

The location of the principal place of business of the Partnership will be 3712 Moccasin, Coeur d'Alene, Idaho 83814.

The address of the initial registered office of this Partnership is 3712 Moccasin, Coeur d'Alene, Idaho 83814, and the name of the initial registered agent of the Partnership at such address is Gale W. Akers.

**IV**

The name and place of residence of each General and Limited Partner is as follows:

**General Partners:**

Della J. Akers  
1151 SE Evergreen  
Chehalis, Washington 98532

Deborah A. Akers  
P. O. Box 0897  
Anchorage, Alaska 99510

**Limited Partner:**

Della J. Akers  
1151 SE Evergreen  
Chehalis, Washington 98532

**V**

The Partnership shall continue indefinitely until either terminated by mutual consent of all Partners, General and Limited, or the inability of the

Limited Partners to select a new General Partner upon the death, incapacity, expulsion or bankruptcy of a sole General Partner.

VI

The amount of cash and description and agreed value of property contributed by each General Partner is as follows:

Della J. Akers, one hundred percent (100%) interest in parcels of timber and cultivated real property, \$280,000.00; Deborah A. Akers, zero percent (0%) contributed.

VII

The Limited Partners will make additional contributions to the Partnership only at such time as General Partners may deem necessary to the operation of the Partnership business and then in proportion as each Partner's capital account bears to the total of all Partners' capital accounts on the date the call for such additional capital is made; provided, however, that no Limited Partner shall be required to make any such additional contribution.

VIII

All profits or losses of the Partnership are shared on the basis of ninety percent (90%) being allocated to the owners of the First Tier Preferred Partnership Units and ten percent (10%) to the owners of the Second Tier Partnership Units.

IX

The Partners may admit additional Limited Partners only with the written consent of all Partners, both General and Limited.

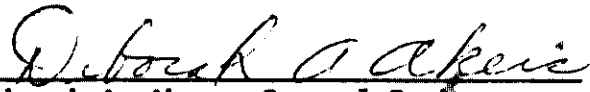
X

The right of the remaining Partners to continue the business on the death, retirement, or insanity of a General Partner shall be established upon the following terms and conditions: Upon the death, incapacity, or bankruptcy of a General Partner, the Partnership business shall be continued by the surviving General Partners. Upon the death, incapacity, or bankruptcy of the sole General Partner, the Partnership shall dissolve and the Partnership shall thereafter conduct only activities necessary to wind up its affairs unless, within ninety (90) days after one of the listed events,

the Limited Partners holding interest in capital determined in excess of fifty percent (50%) of the capital owned by all Limited Partners elect in writing to continue the Partnership.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of November, 1984.

  
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Della J. Akers, General Partner and  
Limited Partner

  
\_\_\_\_\_  
Deborah A. Akers, General Partner