

CERTIFICATE OF LIMITED PARTNERSHIP

COEUR D'ALENE SUPER 8

I.

THE NAME of the limited partnership is "COEUR D'ALENE SUPER 8 LIMITED PARTNERSHIP".

II.

THE GENERAL character of the business and purpose of the partnership is to engage in the business of acquiring real property to purchase or lease, and owning, operating and managing thereon a motel facility.

III.

THE REGISTERED AGENT of this Limited Partnership shall be JAMES M. ENGLISH, 9765 Easy Street, Hayden Lake, Idaho 83835 (mailing address is P.O. Box 386, Coeur d'Alene, Idaho 83814).

IV.

THE NAME and business address of each partner are as follows:

Limited Partner

O. J. and Dorothy McNiece
Route 2, Box 3448
Cody, Wyoming 82414

Tim Woods and Diane Woods
Route 1, Box 2027
Cody, Wyoming 82414

Arturo H. Peralta-Ramos, III
Suite 855 - 230 Park Avenue
New York, New York 10001

Chaska H. Reitz
3027 North Pascal
Roseville, Minnesota 55113

George E. Summers
334 Barton Avenue
Palm Beach, Florida 33480

General Partner

M.A.C. DEVELOPMENT, INC.
P.O. Box 386
Coeur d'Alene, Idaho 83814

V.

CONTRIBUTIONS by each partner:

O. J. and Dorothy McNiece	\$50,000 CASH
Tim Woods and Diane Woods	\$50,000 CASH
Arturo H. Peralta-Ramos, III	\$50,000 CASH
Chaska H. Reitz	\$150,000 CASH
George E. Summers	\$50,000 CASH
M.A.C. DEVELOPMENT, INC.	\$200,000 CASH

VI.

NO PARTNER is required, under the terms of the Partnership Agreement, to make any further contributions to the partnership.

VII.

IN ACCORDANCE with the terms of the Partnership Agreement, a Limited Partner may assign his limited partnership interest, however must first offer his share to the General Partner, and then to the other Limited Partners. If the share is transferred to an individual or entity other than the General Partner or Limited Partner, a duly acknowledged written instrument of assignment must be filed with the partnership; the General Partner must consent to the assignment; and at the General Partner's request, the new Limited Partner must sign a written acceptance and adoption by the assignee of all the provisions of the original Limited Partnership Agreement.

VIII.

A LIMITED PARTNER may terminate his membership in the limited partnership only through assignment as referred to above, or through the sale of all the business assets of the partnership, or at the end of the partnership term (thirty years). The General Partner may terminate through bankruptcy, or by withdrawing or by being removed as the General Partner in accordance with the terms of the Partnership Agreement.

UPON DISSOLUTION, the General Partner has the obligation of winding up the partnership business, paying all debts and expenses of liquidation, and the remaining proceeds shall be distributed to the benefit of the partners in accordance with their respective interests in the partnership.

IX.

THE GENERAL PARTNER is entitled to reimbursement from the partnership, at its cost, for the direct and indirect expenses which it incurs in performing services for the partnership. The General Partner and Limited Partners, according to the interest that each has in the partnership, are entitled to receive a minimum of fifty percent (50%) of the net income earned by the partnership each year.

X.

NO PARTNER has the right to distributions to a partner which include a return of all or any part of the partnership's contribution unless there are sufficient assets available on dissolution.

XI.

THE PARTNERSHIP shall automatically dissolve THIRTY YEARS (30) after the signing of the Partnership Agreement, and shall dissolve upon the bankruptcy, dissolution or withdrawal from the partnership by the General Partner unless the remaining Limited Partners shall elect to continue the partnership business through the appointment of a successor General Partner. In addition, the partnership shall terminate upon the sale of the business assets of the partnership.

DATED this 27th day of November, 1983.

M.A.C. DEVELOPMENT, INC.
an Idaho Corporation

By [Signature]

Attest: Diane Krier

M.A.C. DEVELOPMENT, INC.
an Idaho Corporation

By [Signature]

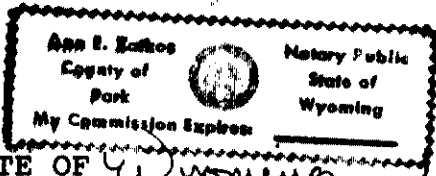
Attest: Diane Krier

AS ATTORNEY-IN-FACT FOR EACH
OF THE FOLLOWING, IN ACCORDANCE
WITH ARTICLE XIX, Section
19.1(a) of the COEUR D'ALENE
SUPER 8 PARTNERSHIP AGREEMENT:
O. J. and Dorothy McNiece
Tim Woods and Diane Woods
Arturo H. Peralta-Ramos, III
Chaska H. Reitz
George E. Summers

STATE OF Wyoming)
County of Park) ss.

On this 28th day of November, 1983, before me the undersigned Notary Public, personally appeared A.H. Peralta-Ramos and Charles Riedel, Jr., known to me to be the Secretary and President of the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Witness my hand and seal the day and year in this acknowledgment first above written.

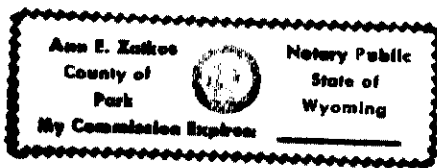


Ann E. Zatkas
Notary Public for:
Residing at: Cody, Wyoming
Exp: November 13, 1986

STATE OF Wyoming)
County of Park) ss.

On this 28th day of November, 1983, before me the undersigned Notary Public, personally appeared A.H. Peralta-Ramos and Charles Riedel, Jr., known to me to be the Secretary and President of M.A.C. DEVELOPMENT, INC., an Idaho Corporation, and known to me to be the persons whose names are subscribed to the within instrument for M.A.C. DEVELOPMENT, INC. as attorney in fact of O. J. and Dorothy McNiece, Tim Woods and Diane Woods, Arturo H. Peralta-Ramos, III, Chaska H. Reitz, and George E. Summers, and acknowledged to me that they, on behalf of M.A.C. DEVELOPMENT, INC., subscribed the name of M.A.C. DEVELOPMENT, INC. as attorney in fact for the above named principals.

In witness whereof, I have hereunto set my hand and seal the day and year in this acknowledgment first above written.



Ann E. Zatkas
Notary Public for:
Residing at: Cody, Wyoming
Exp: November 13, 1986