

CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP, with respect to the limited partnership DELTA EAST, is executed in accordance with the requirements of §53-202, Idaho Code.

1. The name under which the partnership is and shall be conducted is:

DELTA EAST

2. The character of the business which may be transacted by the partnership is:

(a) To purchase, acquire, own, hold, develop, lease (either as lessor or as lessee), subdivide, sell or otherwise dispose of real property and improvements and interests therein wherever located.

(b) To purchase, acquire, own, hold, lease (either as lessor or as lessee), sell, dispose of and generally deal in personal property of every kind and description.

(c) To purchase, acquire, subscribe for, invest in, transfer or otherwise deal in shares of capital stock, bonds, debentures, notes, evidences of indebtedness, coupons, contracts for the payment of money or any form of security issued or payable by any corporation, partnership, individual, venture, governmental body or authority; and with respect thereto exercise any and all rights and privileges of ownership.

(d) To loan money.

(e) To acquire, hold, sell, transfer, dispose of or otherwise deal in the assets or good will of any business; and to conduct, in whole or in part, any business so acquired; and to undertake or assume the whole or any part of the liabilities or obligations of any person, firm, association or corporation from whom a business is acquired.

(f) To borrow money and incur indebtedness; and to issue promissory notes, debentures, bonds, bills of exchange or other obligations or other evidences of indebtedness of the partnership; and to hypothecate, pledge, mortgage or in any other manner create a security interest in property and assets of the partnership as security for the payment of indebtedness and obligations of the partnership.

(g) To enter into, make, perform and carry out contracts and agreements of every kind and nature which may be necessary or desirable for the furtherance of the business of the partnership with any person, firm, corporation, association, partnership, governmental body or body politic wherever located.

(h) To engage in any of its activities, either alone or as a partner or as a joint venturer with any person, firm, corporation, association or partnership.

3. The location of the principal place of business of

the partnership is at Boise, in the County of Ada, State of Idaho.

4. The name and place of residence of the general partners are:

<u>Name</u>	<u>Residence</u>
Roger H. Allen	6904 Randolph Drive Boise, Idaho 83705
R. Gail Heist	6510 Robertson Drive Boise, Idaho 83705
Kenneth D. Montee	5781 Marcliffe Avenue Boise, Idaho 83704
Robert J. Ennis	P.O. Box 1617 Boise, Idaho 83701

The name and place of residence of each limited partner is:

<u>Name</u>	<u>Residence</u>
Thomas E. Stitzel	1601 Harrison Boulevard Boise, Idaho 83702
Leroy Westmoreland	7187 Cascade Drive Boise, Idaho 83704
Alf R. Transeth	1943 Scarpelli Walla Walla, Washington 99362

The term "partner", as used herein, may be used interchangeably to refer to either any general partners or any limited partners.

5. The partnership shall be dissolved by:

(a) The death, insanity, bankruptcy, or withdrawal of any of the general partners unless the remaining general

partners elect to continue the partnership.

(b) The written agreement or consent executed by all of the partners.

(c) The sale of substantially all of the assets of the partnership if, after completion of the sale, dissolution is requested by a majority of the partners.

(d) The sale, assignment or transfer by a general partner of his partnership interest without the prior written approval of all limited partners.

(e) After December 31, 2000, if dissolution is requested by a partner.

The death, insanity, bankruptcy or withdrawal of a limited partner shall not of itself dissolve the partnership.

The term for which the partnership shall exist shall be the period of time until the partnership is dissolved as provided in this paragraph.

6. The amount of cash and other property contributed by each limited partner to the partnership is:

<u>Partner</u>	<u>Contribution</u>
Thomas E. Stitzel	Promissory Note due from Shawnee Development Corporation having agreed value of \$15,000.00.

Leroy Westmoreland	\$120,000.00 Cash
Alf R. Transeth	\$ 90,000.00 Cash

7. No limited partner shall be liable for any other contribution to the partnership except as provided in Paragraph 6, above.

8. Contributions by a limited partner to the partnership shall be returned to that limited partner prior to any distributions of partnership profits or capital to any general partner except for distributions for tax liability resulting from partnership business and as otherwise permitted by the applicable statutes of the State of Idaho.

9. The share of net profits or the other net compensation by way of income to which each limited partner shall be entitled (based upon the entire net profits and net income of the partnership as being 100 units) is:

<u>Limited Partner</u>	<u>Share of Net Profits (in Units)</u>
Thomas E. Stitzel	1.43
Leroy Westmoreland	11.43
Alf R. Transeth	8.57

A limited partner shall not receive compensation or income from the partnership other than the share of net profits of the partnership above set forth.

10. A limited partner shall be authorized to substitute

an assignee as the contributor to the capital of the partnership in his place and stead only with the approval in writing of the general partners. In the event of the substitution of an assignee (with approval by the general partners) that assignee shall replace the limited partner for whom he is a substituted assignee in each paragraph 6 and paragraph 9 of this Certificate.

A limited partner shall be authorized to assign and transfer his interest in the partnership to an assignee or assignees only following approval by the general partners. If the assignment and transfer is approved by the general partners, the assignee shall assume the status of a limited partner in replacement of the limited partner whose interest was so assigned, and paragraph 9 of this Certificate shall be amended accordingly.

11. Additional limited partners may be admitted to that status in the partnership upon approval of the general partners, in which event this Certificate shall be amended accordingly.

12. No limited partner is given or may exercise any priority over other limited partners as to contributions to the capital of the partnership or sharing in the net profits or other compensation by way of net income of the partnership.

13. In the event of the death, insanity, bankruptcy or withdrawal of any of the general partners, the remaining

general partner(s) may elect to continue the partnership and the partnership business.

14. At such time and under circumstances entitling a limited partner to the return of his contribution to the capital of the partnership, the limited partner may not demand that he receive property other than cash in return for that contribution to capital.

EXECUTED this 6<sup>th</sup> day of January, 1978.

GENERAL PARTNERS

  
ROGER H. ALLEN

  
R. GAIL HEIST

  
KENNETH D. MONTEE

  
ROBERT J. ENNIS

LIMITED PARTNERS

  
THOMAS E. STITZEL

  
LEROY WESTMORELAND

  
ALF R. TRANSETH

STATE OF IDAHO )  
County of Ada ) ss.

On this 6th day of January, 1978, before me, a Notary Public in and for said State, personally appeared ROGER H. ALLEN, known to me to be the person whose name is subscribed to the within 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 above written.

Carol Allen  
Notary Public for Idaho  
Residing at Boise, Idaho

STATE OF IDAHO )  
County of Ada ) ss.

On this 14th day of January, 1978, before me, a Notary Public in and for said State, personally appeared R. GAIL HEIST, known to me to be the person whose name is subscribed to the within 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 above written.

Ellen Thompson  
Notary Public for Idaho  
Residing at Boise, Idaho

STATE OF IDAHO )  
County of Ada ) ss.

On this 14th day of January, 1978, before me, a Notary Public in and for said State, personally appeared KENNETH D. MONTEE, known to me to be the person whose name is subscribed to the within 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 above written.

STATE OF IDAHO, COUNTY OF ADA, ss:  
I, John Bastida, Recorder for Ada County, do hereby certify that the Annexed is a full, true and correct copy of

Inst. No. 7802321  
as it appears on record in Ada County, State of Idaho.  
IN WITNESS WHEREOF, I have set my hand and affixed my official seal this 14th day of

John Bastida  
Notary Public for Idaho  
Residing at Boise, Idaho

JOHN BASTIDA, Recorder

John D. Christensen