

CERTIFICATE OF LIMITED PARTNERSHIP UNDER UNIFORM LIMITED PARTNERSHIP ACT

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The undersigned, being desirous of initiating a limited partnership under the Act of the State of Idaho, entitled "The Uniform Limited Partnership Act", hereby make and sign the following certificate for that purpose.

I. The name under which the partnership is conducted is:

SNAKE RIVER PLAZA, LIMITED PARTNERSHIP.

II. The purpose of the partnership shall be to invest in and operate Idaho farm property and/or other commercial real estate to hold, own, maintain, manage, develop, farm, operate, sell, transfer, convey, lease, mortgage, exchange or otherwise dispose of or deal in or with residential or commercial properties; and to perform any acts to accomplish the foregoing purposes.

III. The initial registered agent for Snake River Plaza Limited Partnership is Willard R. Price. The address of the initial registered agent, Willard R. Price, is 1810 E. 17th Street, Idaho Falls, Idaho, 83401.

IV. The names and places of residence of the general and limited partners are:

General Partners

Willard R. Price

James N. Hoskins

Jay N. Herring

Residence

697 E. 1600 N., Ida. Falls, Ida. 83402

16 N. Shilling Ave., Blackfoot, Id. 83221

1065 E. 21st Street, Ida. Falls, Ida. 83401

Limited Partners

Keith Turnbow

Dean E. Smith

Randy Bobble

Dennis N. Marshall

Gary G. Oakley

Jerald E. Oakley

Mardell Oakley

R. Dean Yancy

3640 Ross Ave., Ida. Falls, Ida. 83401

Rt 1 Box 392 Shelley, Ida. 38274

745 W. Bridge St., Blackfoot, Id. 83221

712 W. Bridge St., Blackfoot, Id. 83221

2197 Oak Trail Drive, Ida. Falls, Id. 83401

413 Lariat Circle, Ida. Falls, Id. 83401

120 N. Milton, Shelley, Id. 83274

3842 Cromwell Ln., Blackfoot, Id. 83221

V. The partnership shall continue and the partners shall receive return of capital until December 31, 2020, unless the partnership is earlier terminated pursuant to the Partnership Agreement.

VI. The limited partners have contributed the following cash to the partnership:

<u>Name</u>	<u>Amount</u>	<u>Units of Ownership</u>
Keith Turnbow	2,000.00	2.0000
Dean E. Smith	30,000.00	30.0000
Randy Poole	1,000.00	1.0000
R. Dean Yancy	10,000.00	10.0000
Dennis N. Marshall	20,000.00	20.0000
Gary G. Oakey	8,333.34	8.3334
Jerald E. Oakey	8,333.33	8.3333
Mardell Oakey	8,333.33	8.3333

VII. The general partners have contributed the following cash to the partnership:

Willard R. Price	5,000.00	5.0000
James N. Hoskins	10,000.00	10.0000
Jay N. Herring	10,000.00	10.0000

VIII. By reason of their contributions, the limited shall receive the following percentage of the net profits of the partnership:

<u>Name</u>	<u>Percentage</u>
Keith Turnbow	.0177
Dean E. Smith	.2656
Randy Poole	.0088
R. Dean Yancy	.0885
Dennis N. Marshall	.1771
Gary G. Oakey	.0737
Jerald E. Oakey	.0737
Mardell Oakey	.0737

IX. By reason of their contributions, the general partners shall receive the following percentage of the net profits of the partnership:

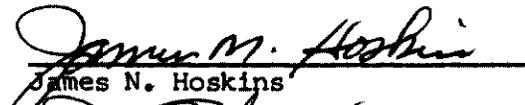
Willard R. Price	.0442
James N. Hoskins	.0885
Jay N. Herring	.0885

- X. A limited partner may not sell, transfer, assign, or create a security interest in his or its interest or any portion thereof without the consent of the general partners, which shall not be unreasonably withheld, and further subject to the provisions as set forth in the Limited Partnership Agreement dated October 11, 1985.
- XI. The general partners have the right to admit additional limited partners, to increase the capitalization of the partnership.
- XII. In the event of the resignation, withdrawal, retirement, death or insanity of a general partner, the business of the partnership shall continue by any remaining general partner. As used herein, "death" shall include the dissolution of a corporate general partner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of October, 1985.



Willard R. Price



James N. Hoskins



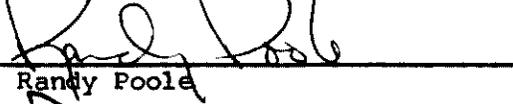
Jay N. Herring



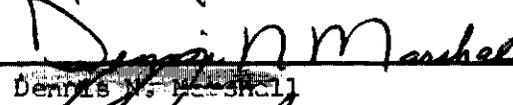
Keith Turnbow



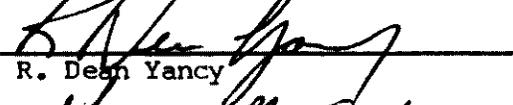
Dean E. Smith



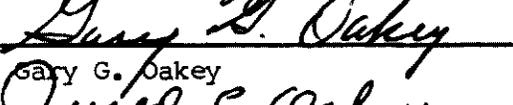
Randy Poole



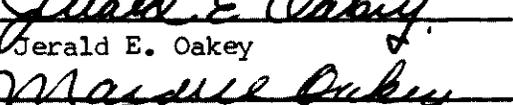
Dennis W. Marshall



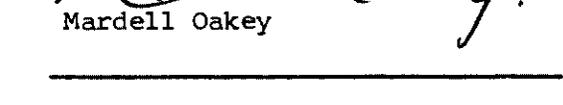
R. Dean Yancy



Gary G. Oakey



Jerald E. Oakey



Mardell Oakey

State of Idaho)
) SS
County of Bonneville)

WILLARD R. PRICE, JAMES N. HOSKINS, JAY N. HERRING,
being duly sworn according to law, depose and certify that they are the General
Partners named in the foregoing agreement and that the facts set forth therein are true and
correct.

Willard R. Price
Willard R. Price

James N. Hoskins
James N. Hoskins

Jay N. Herring
Jay N. Herring

Subscribed in my presence and sworn to before me this 11th day of October,
1985.

Joyce L. McDonald
Notary Public for the State of Idaho
Residing at Shelley
My commission expires 1/5/88

State of Idaho)
) SS
County of Bonneville)

Keith C. Turnbow, DEAN E. SMITH, RANDY POOLE, DENNIS N. MARSHALL -
R. DEAN YANCY, GARY G. OAKY, JERALD E. OAKY, MARDELL OAKY

being duly sworn according to law, depose and certify that they are the
Limited Partners named in the foregoing agreement and that the facts set forth therein
are true and correct.

Keith C. Turnbow
Keith Turnbow

Dean E. Smith
Dean E. Smith

Randy Poole
Randy Poole

Dennis N. Marshall
Dennis N. Marshall

R. Dean Yancy
R. Dean Yancy

Gary G. Oaky
Gary G. Oaky

Jerald E. Oaky
Jerald E. Oaky

Mardell Oaky
Mardell Oaky

Subscribed in my presence and sworn to before me this 11th day of October, 1985.

Joyce L. McDonald
Notary Public for the State of Idaho
Residing at Shelley
My commission 1/5/88