



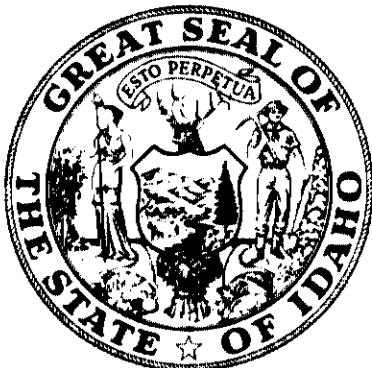
Department of State.

**CERTIFICATE OF REGISTRATION
OF
JONLAND CORPORATION FINANCIAL SERVICES**

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of JONLAND CORPORATION FINANCIAL SERVICES for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to JONLAND CORPORATION FINANCIAL SERVICES to transact business in this State under the name JONLAND CORPORATION FINANCIAL SERVICES, LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application for Registration.

Dated **January 3, 1984**



Pete T. Cenarrusa

SECRETARY OF STATE

by: _____

To the Secretary of State of the State of Idaho: 84

1. The name of the limited partnership is Jonland Corporation Financial Services

2. The name which it shall use in Idaho is ~~Jonland Corporation Financial Services,~~
Limited Partnership

3. It is organized under the laws of State of Oregon

4. The date of its formation is January 1, 1983

5. The address of its registered or principal office in the state or country under the laws of which it is organized is 3701 S. E. Milwaukie Suite E, Portland, Oregon 97202

6. The name and street address of its proposed registered agent in Idaho are Dale Higer @
Eberle Berlin Kading Turnbow & Gillespie
300 N. 6th, Boise, ID 83702

7. The general character of the business it proposes to transact in Idaho is:

~~To provide services as a financial and mortgage broker~~

8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

[illegible]**ARLP 182**

File 2 Copies

Fee: \$60.00

8. (Continued)

Name	General or Limited	Address

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated _____, 19 ____.

By John L. Johnson
A General Partner

STATE OF Oregon)
COUNTY OF Multnomah) ss:

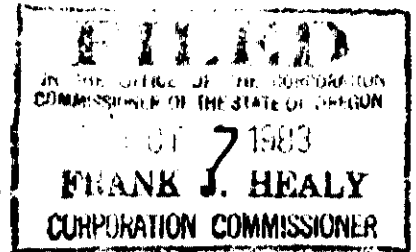
I, Cindy M. Vermaas, a notary public, do hereby certify that on this
18th day of July, 1983, personally appeared
before me John L. Johnson, who being by me first duly sworn,
declared that he is a general partner of Jonland Corporation
Financial Services,

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.

Commission
Expires 3-6-87

Cindy M. Vermaas
Notary Public

FILE NO. LP 3435
DEC 13 1 37 PM '83
LIMITED PARTNERSHIP AGREEMENT
OF



JONLAND CORPORATION FINANCIAL SERVICES

This Agreement of Limited Partnership is made and executed as of the 1st day of January, 1983, by and between JOHN L. JOHNSON, hereinafter referred to as "General Partner," and RF INVESTMENT COMPANY, a partnership, hereinafter referred to as "Limited Partner," for the purposes of creating a limited partnership under the laws of the state of Oregon upon the terms and provisions herein contained, as follows:

(1) Name:

The name of the limited partnership, hereinafter called "Partnership," by which it shall be known, and under which it will conduct its affairs is:

JONLAND CORPORATION FINANCIAL SERVICES

(2) Character and Purpose of Partnership:

The purpose of the Partnership is to provide services as a financial and mortgage broker.

(3) Location of Principal Office:

The location of the principal office of the partnership is:

JONLAND CORPORATION FINANCIAL SERVICES
2402 WEST JEFFERSON
EXECUTIVE SUITE A
BOISE, IDAHO 83702

(4) General and Limited Partners:

The names and addresses of the General Partner and

Limited Partner are as follows:

John L. Johnson	General Partner	3701 SE Milwaukie Street Portland, OR 97202
RF Investment Company	Limited Partner	9498 SW Barbur Blvd. Portland, OR 97201

(5) Term:

The term for which the Partnership is to exist shall commence on the date of the Certificate of Limited Partnership filed with the Corporation Commissioner with the state of Idaho and shall continue until terminated by the parties. The terms and conditions of this agreement shall continue to govern the relationship of all present and future Limited Partners and of the General Partners, throughout the entire term hereof, except as amended in writing by agreement among the General Partner and Limited Partner.

(6) Units of Ownership and Capital Contributions:

(a) The General Partner shall contribute his offices and dba license in return for 50 percent of the Limited Partnership. The Limited Partner shall pay to the General Partner the sum of \$10,000 in return for 50 percent interest.

(7) Profits, Losses and Distribution:

(a) All profits and losses of the Partnership and all available cash flow for distribution shall be allocated as follows:

(i) The General Partner - fifty (50%) percent.

(ii) Limited Partner - fifty (50%) percent.

(b) Profits and losses for all purposes of this Agreement shall be determined in accordance with the accounting

methods followed by the Partnership for federal income tax purposes except the General Partner agrees that the Limited Partner shall be entitled to a return of its capital contribution of \$10,000 without interest prior to any profit distributions being made to the General Partner or Limited Partner. Repayment on the capital contributions shall only be from the partnership earnings and shall be paid when funds are available.

(c) Available cash flow shall be distributed within 90 days of the close of the fiscal year and at such other times as the General Partner shall determine but not less frequently than annually.

(d) Prior to the dissolution of the Partnership the General Partner shall proceed to liquidation and termination of the Partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

(i) The payment of debts and liabilities of the partnership, including loans from the General Partner or Limited Partner and expenses of liquidation.

(ii) To the setting up of any reserves which the General Partner may deem reasonable and necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership.

(iii) To the repayment of the Limited Partner's capital contribution of \$10,000 less any amount previously distributed to it.

(iv) Any balance then remaining shall then be apportioned upon the partners as set forth in paragraph (a) above.

(f) A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and discharge of the liabilities from the creditors so as to enable the General Partner to minimize the normal losses attendant upon a liquidation.

(g) The General Partner shall not be personally liable for the return of the capital contribution or advances of the Limited Partner or any portion thereof. Any such return shall be made solely from the Partnership assets.

(h) Without limitation upon the right to claim deductions for income tax purposes, the General Partner and/or the Limited Partner may be required from time to time to contribute additional capital or lend additional funds to the Partnership in excess of its respective contribution of the capital of the Partnership as set forth in paragraph (6)(c) above. In the event of additional funds required to be contributed, repayment of said funds will carry interest at the rate of 12 percent per annum. In the event of said Limited Partner or General Partner contributing additional funds to the Partnership, said contribution shall not increase either the General or Limited Partner's percentage share of the Partnership.

(8) Management Duties and Powers:

(a) The General Partner shall have full charge of the management, conduct and operation of the Partnership business in

all respects and all matters, subject to the rights and powers vested in the Limited Partner as herein provided. The General Partner shall have all the powers necessary or convenient to carry out and conduct the Partnership business and affairs except those powers which are prohibited by law or specifically reserved to the Limited Partner. Without limitation on the foregoing, the General Partner on behalf of the Partnership may: Deal in any Partnership asset, whether real estate or personalty, including the power to sell, exchange or convey title to and to grant options for any portion of the property, including any mortgage or leasehold interest which may be acquired by the Partnership; to lease all or any portion of the Partnership property for a term not in excess of the maximum term of the Partnership; to borrow money; to encumber all or any part of the Partnership property; and to execute and deliver any document or instrument necessary or convenient for any Partnership purpose.

(b) Any of the partners, General or Limited, may engage in, or possess an interest in, any other business venture of any kind, whether or not competitive with the Partnership. Neither the Partnership nor any Partner shall, by virtue of this Agreement, have any right in such independent venture or the income derived therefrom.

(9) Books:

The Partnership shall maintain full and accurate books and records, and all Partners shall have the right to inspect said books and records at reasonable times and upon reasonable notice. Financial statements, including statements of profit and

loss and balance sheets, shall be furnished to each Partner within a reasonable time following the close of each tax year, or at such more frequent intervals as the General Partner shall deem advisable. Such annual financial statements shall include a statement of profits or losses attributable to each of the partners for income tax purposes. The General Partner shall have the right to make any elections or lawful allocations permitted under applicable income tax laws.

(10) Restrictions on Power of General Partner:

The General Partner may not, without written consent of all the partners, do any act in contravention of this Agreement.

(11) Assignment, Death or Incompetency of Limited Partner:

(a) The Limited Partner shall have the right to assign, transfer, sell or convey its interests in this Partnership at any time upon after first notifying the General Partner of its intent to do so and the specific terms and conditions upon which it proposes to dispose of its interest. If, after 15 days' written notice, the General Partner has not elected to purchase its interest on the terms and conditions set forth, it shall be permitted to sell or assign its interest to any third party on the identical terms and conditions offered the General Partner.

(b) In the event of death or legal incapacity of the Limited Partner, the Partnership shall not be dissolved, nor shall the Partnership terminate. In the event of such death or disability, the Personal Representative of the deceased Limited Partner shall have all the rights of the Limited Partner in the

Partnership to the extent of the decedent's interests therein subject to the terms and conditions of this Agreement.

(c) Notwithstanding the foregoing, the Limited Partner shall be able to gift its interests of this Partnership Agreement. Such transfer shall not constitute an assignment or sale as provided in paragraph (a) above.

(d) In the event that the Limited Partner shall assign or sell or interest or gift its interest as provided in paragraph (c) above, then the assignee shall become a substitute Limited Partner and subject to the terms and conditions of this Limited Partnership Agreement without the necessity of the approval of either of the General Partners. In the event that a substitution of the Limited Partner occurs, the General Partner shall file a new Certificate of Limited Partnership which sets forth the respective interests of the continuing and substituted Partners.

(12) Arbitration:

In the event of any disagreement among any of the partners in the Partnership with reference to any of the activities of the General Partner which cannot be properly finalized or settled or adjudicated by the General Partner under their general authority as created herein, then such dispute shall be arbitrated pursuant to the rules and regulations of the American Arbitration Association then in effect.

(13) Miscellaneous:

This Agreement shall be binding upon and inure to the benefit of all the parties hereto, their respective representatives, heirs, successors ad assigns. The headings contained

herein are for convenience only, and shall be disregarded in interpreting the meaning hereof. Any notices referred to herein shall be in writing and deposited in the U. S. mails addressed to the party entitled to said notice at his or her last known address.

(14) Meetings:

A meeting of the Partnership may be called at any time by the General Partner and shall be called by the Limited Partner upon written notice stating the reason and nature of the requested meeting. Notice of such meeting shall state the reason and nature of the business, time and place of the meeting.

(15) Power of Attorney:

The Limited Partner hereby constitutes and appoints the General Partner its true and lawful attorney with power to act in its name, place and stead to do the following: To make, execute and acknowledge and record a Certificate of Limited Partnership under the laws of the state of Oregon and a certificate of business under an assumed firm name where appropriate and any other certificate or instrument which may be required to be filed by the Partnership under the laws of the state of Oregon. The foregoing Power of Attorney shall survive the delivery of any assignment by the Limited Partner of the whole or any portion of its Limited Partnership interest and any assignee of the Limited Partner does hereby constitute and appoint the General Partner its Power of Attorney in the same manner and force and for the same purposes as the assignor.

(16) Registered Agent

Registered agent for this Limited Partnership shall be John L. Johnson, 3701 S.E. Milwaukie Ave., Portland, Oregon.
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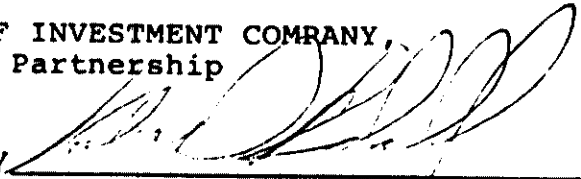
IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth beside their respective signatures.

GENERAL PARTNER


JOHN L. JOHNSON

LIMITED PARTNER

RF INVESTMENT COMPANY,
a Partnership

By 
Partner

STATE OF OREGON,

County of Multnomah

ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 21st day of June, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN L. JOHNSON and ROBERT D. RANDALL

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

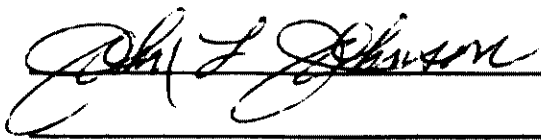
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

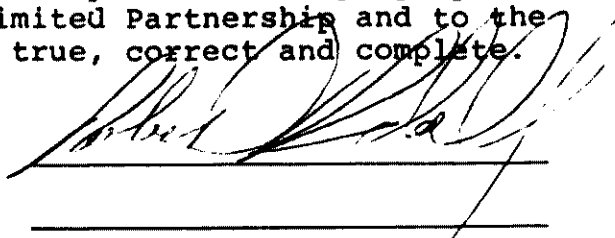


Notary Public for Oregon.

My Commission expires 11/15/85

We the undersigned, declare under the penalties of perjury, that we have examined this Certificate of Limited Partnership and to the best of our knowledge and belief it is true, correct and complete.





Dated October 5, 19 83