

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
BLUE HERON LIMITED PARTNERSHIP

DEC 31 9 54 AM '90  
SECRETARY OF STATE

To the Secretary of State  
State of Idaho

The undersigned, being desirous of forming a limited partnership, hereby certify, in accordance with the provisions of Section 53-208, Idaho Code, as follows:

1. The name of the limited partnership shall be Blue Heron Limited Partnership.
2. The character of the business of the limited partnership shall be to engage in real estate investment and development.
3. The principal place of business of the limited partnership shall be 204 Edgeworth Lane, Sewickley, Pennsylvania 15143.
4. The name and address of the agent for service of process are The Prentice-Hall Corporation System, Inc., 877 Main Street, Boise, Idaho 83701.
5. The names and residences of the partners are as follows:

<u>General Partner</u>	<u>Address</u>
Blue Heron Investments, Inc.	204 Edgeworth Lane Sewickley, Pennsylvania 15143

<u>Limited Partner</u>	<u>Address</u>
Robert Y. Kopf, Jr.	204 Edgeworth Lane Sewickley, Pennsylvania 15143

6. The contribution of each partner is as follows:

<u>Name</u>	<u>General or Limited</u>	<u>Contribution</u>	<u>Agreed Value</u>
Blue Heron Investments, Inc.	General	Cash and property	\$60,000.00
Robert Y. Kopf, Jr.	Limited	Cash	\$1.00

7. No additional contributions have been agreed to be made by the limited partners.
8. A limited partner shall have the right to grant the right to become a limited partner to an assignee of any part of his/her partnership interest with the consent of a general partner.
9. A limited partner may terminate his membership in the limited partnership upon not less than six months' written notice to each general partner. The withdrawing limited partner will be entitled to receive the fair value of his/her interest in the limited partnership, based on the limited partner's right to share in distributions, within a reasonable time after termination of his/her membership.

10. The share of profits which each partner shall receive shall be the pro rata share based on the amount of his/her contribution as such amount bears to the total amount contributed by both the general and the limited partners, except that the general partner shall receive an additional ten percent (10%) share of such total profits over and above its capital contribution to the partnership.

11. The contributions of the limited partners are to be returned at the dissolution or termination of the limited partnership.

12. The latest date upon which the limited partnership is to dissolve is December 31, 2025.

13. On the death, retirement or insanity of an individual general partner or the bankruptcy, insolvency, liquidation or dissolution of a corporate general partner, the remaining general partner(s), if there be any, shall have the right to continue the business.

14. The undersigned constitute all of the partners in the limited partnership.

BLUE HERON INVESTMENTS, INC.  
General Partner

By: Robert Y. Kopf, Jr., Pres.  
Robert Y. Kopf, Jr., President

Robert Y. Kopf, Jr., L.P.  
Robert Y. Kopf, Jr., Limited Partner

Date: