

WHEN RECORDED RETURN TO:

First Idaho Corporation
Suite 1102
One Capital Center
999 Main Street
Drawer Y
Boise, Idaho 83702

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to establish a Limited Partnership pursuant to the provisions of the Uniform Limited Partnership Law as set forth in Title 53, Chapter 2 of the Idaho Code, hereby make the following certificate:

1. The name of the partnership shall be FIRST IDAHO INVESTORS I, a limited partnership.

2. The character of the business of the partnership shall be to acquire, hold, and service real estate instruments consisting of contracts and deeds of trust on real property in Idaho.

3. The location of the principal place of business shall be Suite 1102, One Capital Center, 999 Main Street, Drawer Y, Boise, Idaho 83702.

4. The names, addresses and capital contributions of the General Partners are:

<u>Name</u>	<u>Place of Residence</u>	<u>Cash</u>
First Idaho Corporation	Suite 1102 One Capital Center 999 Main Street Drawer Y Boise, Idaho 83702	\$100

5. The name, address and capital contribution of the original limited partner is:

<u>Name</u>	<u>Place of Business</u>	<u>Cash</u>
Ron J. Twilegar	Suite 1102 One Capital Center 999 Main Street Drawer Y Boise, Idaho 33702	\$100

This Certificate of Limited Partnership shall be amended to set forth the names, addresses and capital contributions of additional limited partners.

6. The Partnership shall terminate on December 31, 1989, unless previously terminated (i) upon prepayment of the real estate instrument owned by the Partnership, or (ii) after the dissolution of First Idaho Corporation, or the removal or adjudication of bankruptcy or insolvency of First Idaho Corporation if a majority in interest of the Partners fail to elect a successor general partner.

7. The General Partner and the Limited Partners have not agreed to make any additional contributions to the capital of the Partnership.

8. There is no time agreed upon as to when the contribution of each Limited Partner is to be returned other than on the termination of the Partnership.

9. The yield on the real estate instruments held by the Partnership and any other profits earned by the Partnership shall be allocated to the Partners proportionately in the ratio which the partnership interest of each partner at the end of any accounting period bears to the partnership interests of all Partners at the end of such period.

10. A Limited Partner must obtain the prior written consent of the General Partner to an attempted assignment of all or any portion of his or her partnership interest. A Limited Partner has no right to substitute an assignee in his or her place, but an assignee of a limited partnership interest may become a substituted limited partner provided that all of the following events shall first have occurred:

a. An executed and acknowledged written instrument of assignment has been filed with the Partnership stating that the assignee becomes a substituted limited partner;

b. The assignor and assignee have executed and acknowledged such other instruments as the General Partners may deem necessary or desirable to effect such substitution including a special power of attorney; and

c. The General Partner has given its written consent to the substitution.

11. The Partnership has the right to admit additional Limited Partners.

12. No Limited Partner shall have priority over other Limited Partners as to contributions or compensation by way of income.

13. The dissolution of First Idaho Corporation, or the removal or adjudication of bankruptcy or insolvency of First Idaho Corporation shall cause the dissolution or termination of the Partnership unless a majority in interest of the Partners elects a successor general partners which successor elects to continue the Partnership business.

14. A Limited Partner may not demand and receive property other than cash from the Partnership in return for his or her capital contribution.

15. Any writing to amend this Certificate may be signed by the General Partner as attorney-in-fact for all Limited Partners and their assignees, in accordance with the powers of attorney granted to and by the Limited Partners.

IN WITNESS WHEREOF, we have hereunto set our hands this
26th day of April, 1979.

General Partner

Limited Partner

FIRST IDAHO CORPORATION

By Ron J. Twilegar, President

Ron J. Twilegar

STATE OF IDAHO)
) ss.
 County of Ada)

On this 26 day of April, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Ron J. Twilegar, known to me to be the President of First Idaho Corporation and acknowledged to me that as such, he executed the above and foregoing document.

445 974

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this certifi-
cate first above written.

Marge Bybee
Notary Public for Idaho
Residence: Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 26 day of April, 1979, before me, the
undersigned, a Notary Public in and for said State, person-
ally appeared Ron J. Twilegar, an individual, who
acknowledged to me that he executed the above and foregoing
document.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year in this certifi-
cate first above written.

Marge Bybee
Notary Public for Idaho
Residence: Boise, Idaho

Ada County, Idaho, ss.

Request of E. Ham

& Burke

TIME 4:00 M.

DATE 4-30-79

JOHN PASTIDA

RECORDER

By R. M. M. M.
Deputy

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