

CERTIFICATE OF LIMITED PARTNERSHIP

INDEXED

THIS CERTIFICATE OF LIMITED PARTNERSHIP, with respect to the limited partnership R. ALLEN & ASSOCIATES, 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:

R. ALLEN & ASSOCIATES

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.

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(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.

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(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.

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(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.

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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
Kenneth D. Montee	5781 Marcliffe Ave. Boise, Idaho 83704
Robert J. Ennis	P.O. Box 992 Boise, Idaho 83701
Alvin S. Marden	P.O. Box 771 Boise, Idaho 83701

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

<u>Name</u>	<u>Residence</u>
Delta East, an Idaho Limited Partnership	P. O. Box 1645 Boise, Idaho 83701

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.

(a) The sale of substantially all of the assets of the partnership is, after completion of the sale, dissolution is required 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, 2050, if dissolution is requested by a partner.

(f) The unanimous agreement of all general partners to dissolve.

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>
Delta East.	All right, title and interest in and to that certain real property and that certain Agreement to Assign Land Sale Agreement and Option Contract, all of which are more particularly described on Exhibit 1 attached hereto and incorporated herein.

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 of 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>
Delta East	10%

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

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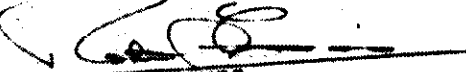
demand that he receive property other than cash in return  
for that contribution to capital.

EXECUTED this 15th day of June, 1979.

GENERAL PARTNERS

  
ROGER H. ALLEN

  
KENNETH D. MONTEE

  
ROBERT J. ENNIS

  
ALVIN S. MARSDEN

LIMITED PARTNER

DELTA EAST, an Idaho Limited  
Partnership

By   
General Partner

By   
General Partner

By   
General Partner

Law to Pub. Ennis  
PO Box 442 8370



519 0204

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STATE OF IDAHO  
County of Ada

ss.

orth,  
as follows:

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On this 15 day of June, 1979, before me,  
the undersigned, a Notary Public in and for said State,  
personally appeared ROGER H. ALLEN, KENNETH D. MONTEE,  
ROBERT J. ENNIS and ALVIN S. MARSDEN, known to me to be the  
persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same.

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.

Patricia C. Lee  
Notary Public for Idaho  
Residing at Boise, Idaho

STATE OF IDAHO  
County of Ada

ss.

North,  
as follows:

th, Range

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On this 15 day of June, 1979, before me,  
the undersigned, a Notary Public in and for said State,  
personally appeared ROGER H. ALLEN, KENNETH D. MONTEE and  
ROBERT J. ENNIS, known to me to be the general partners in  
the partnership of DELTA EAST, an Idaho Limited Partnership,  
and the partners who subscribed said partnership name to the  
foregoing instrument and acknowledged to me that they  
executed the same in said partnership name.

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.

Patricia C. Lee  
Notary Public for Idaho  
Residing at Boise, Idaho

3 North,  
ed as follows:

orth, Range

STATE OF IDAHO, COUNTY OF ADA, ss.

Filed for record at the office of

Notary Public, at Boise, Idaho, this

15th day of June, 1979.

\$ 26<sup>00</sup>

an Estate. Page 1 of 5

Patricia C. Lee  
Notary Public for Idaho  
Residing at Boise, Idaho



FULLMER PROPERTY

## PARCEL I

A parcel of land located in the Northwest quarter of Section 24, Township 3 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the quarter corner common to Sections 23 and 24, Township 3 North, Range 2 East, Boise-Meridian; thence  
 South 89°13' East 993.88 feet to an iron pin, THE REAL PLACE OF BEGINNING; thence  
 North 416.35 feet to an iron pin; thence  
 South 83°45' East 159.84 feet to an iron pin; thence  
 North 401.50 feet to an iron pin; thence  
 South 39°55' East 68.93 feet to an iron pin; thence  
 South 56°03' East 205.90 feet to an iron pin; thence  
 South 637.58 feet to an iron pin; thence  
 North 89°13' West 373.96 feet to THE REAL PLACE OF BEGINNING.

EXCEPT ditch and road right-of-way.

## PARCEL II

A parcel of land located in the Northwest quarter of Section 24, Township 3 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the quarter corner common to Section 23 and 24, Township 3 North, Range 2 East, Boise-Meridian; thence  
 South 89°13' East 528.0 feet to an iron pin, THE REAL PLACE OF BEGINNING; thence  
 North 461.0 feet to an iron pin; thence  
 South 83°45' East 211.51 feet to an iron pin; thence  
 North 678.76 feet to an iron pin; thence  
 South 53°58' East 24.73 feet to an iron pin; thence  
 South 666.40 feet to an iron pin; thence  
 South 83°45' East 236.99 feet to an iron pin; thence  
 South 416.35 feet to an iron pin; thence  
 North 89°13' West 465.88 feet to THE REAL PLACE OF BEGINNING.

EXCEPT ditch and road right-of-way.

## PARCEL III

A parcel of land located in the Northwest quarter of Section 24, Township 3 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the quarter corner common to Section 23 and 24, Township 3 North, Range 2 East, Boise-Meridian; thence  
 South 89°13' East 528.0 feet to an iron pin; thence  
 North 461.0 feet to an iron pin, THE REAL PLACE OF BEGINNING; thence  
 North 281.58 feet to a point; thence  
 East 210.26 feet to a point; thence

-continued-

South 304.61 feet to a point; thence  
 North 83°45' West 211.51 feet to THE REAL PLACE OF BEGINNING.

EXCEPT ditch and road right-of-way.

#### PARCEL IV

A parcel of land located in the Northwest quarter of Section 24, Township 3 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

A tract of land lying South of East Pennsylvania Street in the Southwest quarter of the Northwest quarter of Section 24, Township 3 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the quarter Section corner common to Section 23 and 24, Township 3 North, Range 2 East, Boise-Meridian, Ada County, Idaho; thence  
 South 89°13' East along the mid-section line 528.00 feet to a point; thence  
 North parallel to the Westerly side of said Section 24, 1269.68 feet to a point  
 on the Southerly right-of-way line of East Pennsylvania Street; thence  
 Westerly along said right-of-way line to a point on the Section line which bears  
 North 1303.46 feet, more or less from THE POINT OF BEGINNING; thence  
 South along said Section (24) line 1,303.46 feet to POINT OF BEGINNING.

EXCEPT ditch and road right-of-way.

#### PARCEL V

A parcel of land located in the Northwest quarter of Section 24, Township 3 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the quarter corner common to Sections 23 and 24, Township 3 North, Range 2 East, Boise-Meridian, thence;

South 89°13' East 528.0 feet to an iron pin; thence  
 North 1269.68 feet to an iron pin; thence  
 South 53°58' East 284.73 feet to THE REAL PLACE OF BEGINNING; thence  
 South 53°58' East 15.39 feet to a point; thence  
 South 56°43' East 349.51 feet to an iron pin; thence  
 South 39°55' East 140.01 feet to an iron pin; thence  
 South 401.50 feet to an iron pin; thence  
 North 83°45' West 396.82 feet to an iron pin; thence  
 North 666.40 feet to THE REAL POINT OF BEGINNING.

EXCEPT ditch and road right-of-way.

ALSO DESCRIBED AS FOLLOWS:

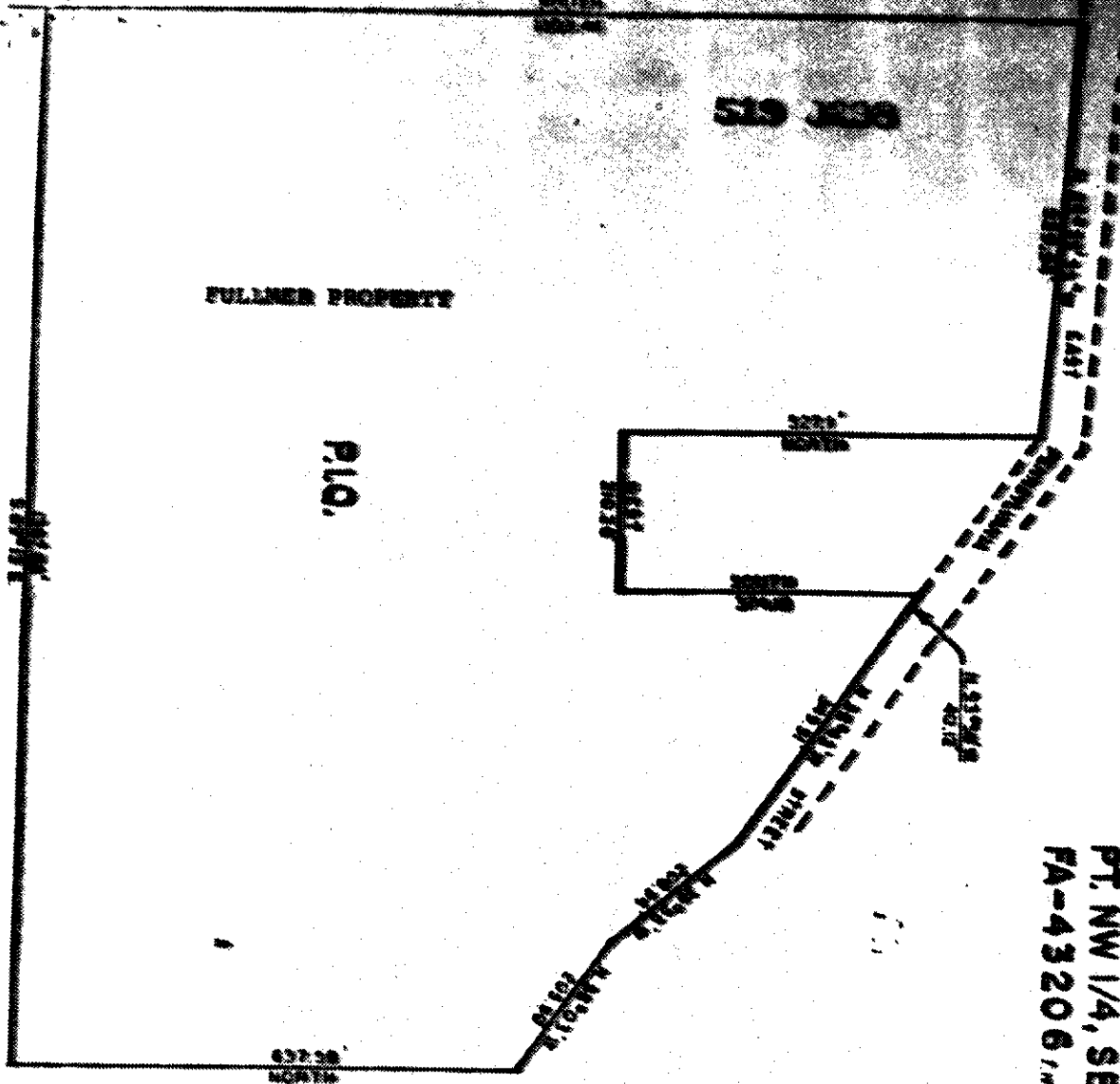
(see page three)

A parcel of land in the Northwest quarter of Section 24 Township 3 North, Range 2 East, Boise-Meridian, Ada County, Idaho, described as follows:

Beginning at the quarter corner common to Sections 23 and 24, Township 3 North Range 2 East, Boise-Meridian; thence  
 South  $89^{\circ}13'$  East 1367.84 feet to an iron pin; thence  
 North 637.58 feet to an iron pin on the Southerly right-of-way line of East Pennsylvania Street; thence along said Southerly right-of-way line; thence  
 North  $56^{\circ}03'$  West 205.90 feet to an iron pin; thence  
 North  $39^{\circ}55'$  West 208.94 feet to an iron pin; thence  
 North  $56^{\circ}43'$  West 349.51 feet to a point; thence  
 North  $53^{\circ}58'$  West 40.12 feet to a point; thence leaving the Southerly right-of-way line of East Pennsylvania Street  
 South 374.15 feet to a point; thence  
 West 210.26 feet to a point; thence  
 North 527.1 feet to a point on the Southerly right-of-way line of East Pennsylvania Street; thence along said Southerly right-of-way  
 North  $85^{\circ}13'35''$  West 529.54 feet to a point on the Section line between said Sections 23 and 24; thence  
 South along said section line 1303.46 feet to the REAL POINT OF BEGINNING.

EXCEPT ditch and road rights-of-way.

FURTHER EXCEPTING from the foregoing described real property portion(s) thereof which have been subdivided as Southshore Subdivision No. 1, according to the official plat thereof filed in Book 48 of Plats at pages 3969 through 3973, inclusive, records of Ada County, Idaho, and as amended by Affidavit recorded February 14, 1980, as Instrument No. 8007852, records of Ada County, Idaho.



PT. NW 1/4, SEC. 24, T. 3N. R. 2E. B.M.  
FA-43206 IN

WARD PROPERTYDESCRIPTION:

A tract of land in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 24, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 24, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, from which a brass cap marking the West one-quarter corner of said Section 24 bears  
 North 0°31'33" East, 1327.09 Feet; thence  
 South 89°17' East along the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$  and the North line of GREENWOOD ACRES SUBDIVISION, according to the official plat thereof, filed in Book 12 of Plats at Page 685, records of Ada County, Idaho, 561.23 feet to the NE corner of Lot 34 of said GREENWOOD ACRES SUBDIVISION, the real point of beginning; thence continue  
 South 89°17' East, 40.00 feet to a steel pin; thence  
 North 0°43' East, 344.92 Feet to a 1 $\frac{1}{4}$  inch steel pin; thence  
 South 89°33' East, 170.37 Feet to a 1 $\frac{1}{4}$  inch steel pin; thence  
 North 74°31' East, 309.11 Feet to a 1 $\frac{1}{4}$  inch steel pin; thence  
 North 85°01' East, 134.40 Feet to a 1 $\frac{1}{4}$  inch steel pin; thence  
 South 81°49' East, 116.51 Feet to a point on the Eastline of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence  
 North 0°36'56" East along said East line, 894.69 Feet to the Northeast corner of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence  
 North 89°11'11" West along the North line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ , 1320.54 Feet to the brass cap marking the West one-quarter corner of said Section 24; thence  
 South 0°31'33" West, along the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ , 716.65 Feet to a point; thence  
 South 89°26'27" East, 25.00 Feet to a point; thence  
 North 85°00'23" East, 122.82 Feet to a point; thence  
 South 50°43'37" East, 215.31 Feet to a point; thence  
 South 0°31'33" West, 143.59 Feet to a steel pin; thence  
 South 89°19' East, 237.21 Feet to a steel pin; thence  
 South 0°43' West, 202.70 Feet to a steel pin; thence  
 South 89°17' East, 10.00 Feet to a steel pin; thence  
 South 0°43' West, 142.19 Feet to the real point of beginning.

CONTRACT INTEREST TO BE ASSIGNED

The contract interest of Delta East to be assigned to R. Allen & Associates, as referred to in paragraph 6 of the attached Certificate, is described as follows:

That certain Agreement to Assign Land Sale Agreement and Option Contracts dated January 20, 1978, by and between Hillview Ranch Associates, an Idaho Limited Partnership (Assignor) and Delta East, an Idaho Limited Partnership (Assignee) relating to and concerning the Ward Land Sale Agreement described therein, which Agreement relates to and concerns the Ward property described above.

CLERK OF IDAHO  
 I, JOHN BASTIDA, Recorder for Ada County, do hereby certify that the Annexed is a full, true and correct copy of

Book No. 8035708 EXHIBIT 1 (Page 5 of 5)

as it appears on record in Ada County, State of Idaho  
 IN WITNESS WHEREOF, I have so signed and affixed my

official seal this 11th day of

Feb 19 82  
 JOHN BASTIDA, Recorder

By Kore D. Christensen