

Dec 3 9 35 AM '84
SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

OF

McCALL MALL LIMITED PARTNERSHIP

The undersigned, desire to form a limited partnership pursuant to the laws of the State of Idaho and being all of the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. The name of the limited partnership is McCall Mall Limited Partnership.

2. The character of the business of the partnership is as follows: Real estate and other related businesses.

3. The location of the business is 317 Lake Street, McCall, Idaho.

4. The name and address of the registered agent is Harold W. Brown, 119 Davis Avenue, Nampa, Idaho 83651.

5. The names and address of the general and limited partners are as follows:

General Partners:

Harold W. Brown
119 Davis Avenue
Nampa, Idaho 83651

R. Mason Wilkins
215 E. Hawaii
Nampa, Idaho 83651

Limited Partners

Richard A. Klein
1611-A 12th Ave. Rd.
Nampa, Idaho 83651

Fred Plum
Dept. of Neurology
N. Y. Hospital
Cornel Medical Center
525 E. 68th Street
New York, NY 10021

Kermit Puls
84 London Way
Sonoma, California 95476

E. C. Alvord, Jr.
5601 N. E. Ambleside
U. of W./Medical School
Seattle, WA 98105

Ed Pavone
9815 S.E. Derek Ct.
Portland, Oregon 97266

The Davis-Bruce Partnership
119 Davis Avenue
Nampa, Idaho 83651

6. There are 6,921 general partnership units having an initial value of \$100.00 per unit. There are 3,079 limited partnership units each having an initial value of \$100.00 per unit. The members of the partnership and the number of units which each partner owns are as follows:

<u>NAME</u>	<u>CONTRIBUTED PROPERTY</u>	<u>AGREED VALUE</u>	<u>NUMBER OF UNITS</u>
<u>General Partners</u>			
Harold W. Brown & Marguerite S. Brown, husband and wife,	See Exhibit "A"	\$161,375.00	2,482
R. Mason Wilkins & Gloria C. H. Wilkins, husband and wife,	See Exhibit "A"	288,685.00	4,439
<u>Limited Partners</u>			
Richard A. Klein	See Exhibit "A"	45,500.00	700
Fred Plum	See Exhibit "A"	19,540.00	300
Kermit Puls	See Exhibit "A"	19,540.00	300
E. C. Alvord, Jr.	See Exhibit "A"	19,540.00	300
Ed Pavone	See Exhibit "A"	9,770.00	150
The Davis-Bruce Partnership	See Exhibit "A"	86,450.00	1,329

7. The limited partner is not required to make any additional contributions to the partnership.

8. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the another limited partner and the general partners.

9. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets

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or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

(a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and the expenses of liquidation including a sales commission to the selling agent, if any;

(b) To the payment of the debts and liabilities of the Partnership to the Partners;

(c) To the setting up of any reserves which the General Partners deem 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. Said reserves shall be paid over by the Partners to a commercial bank to be designated by the General Partners, as Escrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the Limited Partner to the extent of his/her net credit balances in his/her capital and current undistributed profits accounts;

(e) To the General Partners in equal proportions if there is not a sufficient amount to return all capital contributions to the Partners, they shall share pro rata in the losses in the same proportion;

(f) In the event of liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal work, selected by a majority of the Partnership interest and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subparagraph of this Paragraph, if such property were sold;

(g) A reasonable time as determined by the General Partners, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partners to minimize any losses attendant upon liquidation.

10. No limited partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the general partners deem it in the best interests of the partnership, a distribution may be made to

the partners in kind in accordance with the provisions of the McCall Mall Limited Partnership Agreement, dated October 1, 1984. No limited partner is given priority over another limited partner as to return of contribution or income; except that, as among the limited partners, in any allocation of return of contribution or income to the limited partners, each limited partner shall share in the allocation in the proportion that his number of partnership units as a limited partner bears to the total number of partnership units held by limited partners.

11. The partnership shall commence on October 1, 1984, and shall continue until terminated as provided in the McCall Mall Limited Partnership Agreement, dated October 1, 1984. The business of the partnership may be continued upon the death, retirement or insanity of a general partner if the remaining partners agree to continue the partnership.

12. Pursuant to paragraph 17, entitled "Power of Attorney", of the McCall Mall Limited Partnership Agreement, each limited partner has given each general partner and each general partner has given the other general partners the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 1st day of October, 1984.


Harold W. Brown

General Partner

SUBSCRIBED AND SWORN to before me this 1st
day of October, 1984.

(SEAL)


Vicki D. McLowry
Notary Public for Idaho

CERTIFICATE OF LIMITED PARTNERSHIP-4

REAL PROPERTY

PARCEL I:

LOTS 5, 6 and 7, BLOCK 2, SECOND ADDITION OF McCall, Valley County, McCall, Idaho, and also that fraction of Lot or Lots lying directly North of Lots 6 and 7 extending North to the lake and with an East boundary line in a straight line with the East boundary line of Lot 7, according to the official plat thereof on file and of record in the office of the Valley County Recorder, Valley County, Idaho.

PARCEL II:

LOT 4, BLOCK 2, SECOND ADDITION TO THE TOWNSITE OF McCALL, Idaho as the same is shown on the official plat thereof on file and of record in the office of the Recorder of Valley County, Idaho;

EXCEPT: the following described land:

A strip of land approximately two (2) feet in width and approximately eighty six (86) feet in length along the West side of Lot 4, Block 2, Second Addition to the townsite of McCall, Idaho, and extending to a point six (6) feet North of the North end of the existing building formerly known as the Lake Club Building and now known as the McCall Mall Building, being the strip between the West property line of said Lot 4, Block 2, and the center line of the West wall of the aforesaid existing building.

PERSONAL PROPERTY

All restaurant equipment, including but not limited to, all tables, chairs, stools, silverware, dishes, glasses, telephones, dishwashing system, ovens, refrigerators, air conditioning and all other related equipment.

EXHIBIT "A"