

CERTIFICATE OF LIMITED PARTNERSHIP
for
WHITEWATER DEVELOPMENT LIMITED PARTNERSHIP

SEC. 5
DEC 22 PM 9 43

We, the undersigned, desiring to form a Limited Partnership pursuant to the Idaho Limited Partnership Act, Idaho Code Sec. 53-201 through Sec. 53-267, do hereby agree and certify:

1. Name.

The name of the limited partnership is:

WHITEWATER DEVELOPMENT LIMITED PARTNERSHIP.

2. Character of Business.

The general character of the business of the partnership is: To acquire, improve, develop, operate, manage and market real estate owned by the limited partnership in Bannock County, Idaho and personal property related thereto.

3. Registered Agent.

The name and address of the registered agent of the limited partnership, for service of process, as required by Idaho Code Sec. 53-204, is:

Clayter F. Forsgren
350 N. 2nd E.
Rexburg, Madison County, Idaho 83440

4. Partners' Names, Addresses, and Units Held.

(a) The names, business addresses, and units held by General Partners are:

<u>NAME</u>	<u>ADDRESS</u>	<u>UNITS HELD</u>
Forsgren-Perkins Engineering, P.A.	350 N. 2nd E. Rexburg, ID 83440	47.25
R.F.C Corp.	P.O. Box 90 Idaho Falls, ID 83401	12.60
Leon W. Manning	424 University Drive Pocatello, ID 83201	3.15
TOTAL UNITS		63.00

(b) The names and business addresses of the limited partners are:

<u>NAME</u>	<u>ADDRESS</u>	<u>UNITS HELD</u>
Forsgren-Perkins Engineering, P.A.	350 N. 2nd E. Rexburg, ID 83440	300.00
Leonard Foster	P.O. Box 90 Idaho Falls, ID 83401	50.00
Clyde Charles	P.O. Box 90 Idaho Falls, ID 83401	50.00
Gene Ranstrom	P.O. Box 90 Idaho Falls, ID 83401	50.00
Clair Thueson	259 Mohawk Ave. Rexburg, ID 83440	75.00
Dee Thueson	60 K Street Rexburg, ID 83440	75.00
Harold G. Hillam	York Rd. Idaho Falls, ID 83401	50.00
Arnold G. Hillam	331 East 25th Idaho Falls, ID 83401	50.00
Paul Kelly	114 West Bayview Drive Farmington, UT 84010	50.00
Leon W. Manning	424 University Drive Pocatello, ID 83201	50.00
Curtis R. Allen	1447 East 1200 South Bountiful, UT 84010	50.00
Oppenheimer Companies, Inc.	One Capitol Center Drawer 0 Boise, ID 83702	50.00
Clarence Reinhart	P.O. Box 540 Idaho Falls, ID 83401	50.00

Dick Hafla	Butte Highway Idaho Falls, ID 83401	50.00
Wendell McNeil	P.O. Box 10 Alpine, WY 83128	50.00
Mac Asher	P.O. Box 13 Alpine, WY 83128	50.00
Doug Glenn	618 Bridge Street Winnemucca, NV 89445	50.00
Reno Barbisan	2105 Belmont Ave. Idaho Falls, ID 83401	<u>50.00</u>
TOTAL UNITS		1200.00

5. Initial Contributions to Capital.

The amount of cash and a description and statement of the agreed value of other property of labor or services contributed by each partner are as follows:

(a) Each general partner contributed services of a value equal to \$831 for each unit received by him.

(b) Each limited partner contributed \$831 cash for each limited partnership unit received by him. The name of the partner and the partnership units owned by each partner are set forth in clause 4 hereof. Each unit had a value of \$831 and the total value of the 1,263 units was \$1,049,553.

6. Additional Contributions.

There is no agreement to make additional contributions to capital.

7. Substitute Limited Partners.

A limited partner has no power to grant the right to become a limited partner to an assignee of any part of his partnership interest except with written approval by the General Partners.

8. Termination.

No partner has the right to terminate his membership in the partnership prior to the end of the agreed term of the partnership.

9. Right to Distributions.

(a) The General Partners shall cause the limited partnership to maintain such reserves to cover anticipated future expenses and disbursements as in the discretion of the General Partners seems appropriate.

(b) The General Partners have been compensated for their services by their receipt of an aggregate of 400 partnership units. General Partners shall not be entitled to receive other compensation.

(c) Balances of revenues and profits, if any, after payment of necessary expenses to General Partners, and after maintenance of necessary reserves, shall be distributed at periodic intervals, not less often than annually, as shall be determined by the General Partners, pro-rata among all outstanding partnership units. The General Partners may authorize periodic pro-rata payments on a drawing basis, at convenient intervals during a year, but with a full accounting and profit distribution to be made annually.

(d) In the event of liquidation of the partnership, all proceeds shall be distributed in the following order of priority:

(1) To the payment of the debts and liabilities of the partnership and the expense of liquidation. For this

purpose the liquidator, in his discretion, shall set up such reserves as may seem necessary for any contingent or unforeseen liabilities of the partnership.

(2) Current and unpaid reimbursement of expenses, owing to the General Partners.

(3) To the partners with respect to their shares of any undrawn profits for the fiscal year.

(4) The balance, if any, shall be paid pro-rata to the all units.

10. No Other Right To Distribution.

There is no other right of a partner to receive, nor of the General Partners to make, distributions to a partner, whether by way of return of all or any part of the partner's contribution.

11. Dissolution of Partnership.

The limited partnership shall be dissolved and its affairs wound up upon the first of the following events to occur:

(a) Retirement, death, bankruptcy, or insanity of a General Partner.

(b) The written agreement of all partners, general and limited, to terminate as of a stated date.

12. Continuance of Business.

(a) In the event of dissolution of the partnership, then a remaining General Partner, if there be one, or if not, any one or more limited partners may elect, by notice in writing to all interested parties within 30 days of

dissolution, to become a substituted General Partner or Partners and to continue the business. But if a General Partner does not continue, then a limited partner or partners becoming a General Partner or Partners must pay to each limited partner who requests in writing (within 15 days) withdrawal of his partnership units, the value of the units of each partner not continuing or withdrawing. Value shall be determined and paid as provided in sub-paragraphs (c) and (d) hereof. If more than one limited partner elects to be a new General Partner, but not together, then the limited partners shall determine who shall be the new General Partner by majority vote of units; otherwise, the partnership shall be liquidated.

(b) The new General Partner shall have the right to form a new limited partnership and shall have the right:

(1) To transfer and convey the assets of the dissolved limited partnership to the new limited partnership, subject to liabilities;

(2) Amend this certificate to establish the new General Partner or Partners;

(3) Perform all such other acts or cause all such things to be done as shall be necessary or advisable for the formation of the new limited partnership.

(c) In the event of the formation of a new limited partnership, the value of each partnership unit, as to any non-continuing or withdrawing limited partner, shall be based upon book value adjusted to include fair market value of all tangible real property and personal property owned by the

partnership. Partnership capital shall be allocated pro-rata to the all units. Any disputes as to value shall be arbitrated in accordance with sub-paragraph (e) hereof.

(d) The price of a partnership unit shall be payable twenty-five (25) percent down, the balance shall bear interest at nine (9) percent per annum from the date the limited partner requested withdrawal, in three (3) equal annual installments. The price shall be evidenced by a written promissory note, shall be a debt of the partnership and shall be secured by a mortgage or deed of trust on the partnership interest in real estate.

(e) In the event of any dispute as to the value of a partnership unit, upon an election for continuance of the business, then the continuing partner or partners shall appoint an appraiser, the non-continuing partner or partners (or representative thereof) shall appoint an appraiser, the two appraisers shall jointly appoint a third appraiser, and the three appraisers shall determine, in compliance with this agreement, and by majority vote, the value of the partnership units being retired, which determination shall bind all parties.

13. Additional Agreements.

The partners agree to the following additional provisions:

(a) This certificate, and the partnership agreement contained herein, may not be amended by General Partners without consent in writing of the limited partners.

(b) Except as otherwise expressly herein provided, the partnership may not, by the General Partners, without written consent of the limited partners, do any of the following:

(1) Dissolve or wind up the limited partnership;

(2) Sell, exchange, lease, mortgage, pledge, or make any other transfer of all or substantially all of the assets of the limited partnership other than in the ordinary course of business;

(3) Incur any indebtedness other than in the ordinary course of business; nor

(4) Change the nature of the business.

(c) The limited partners shall not participate in the control of the business and shall not be liable for any obligations of the limited partnership.

(d) Any partner, with consent of the General Partners, may loan money to the partnership, from time to time, with the amount, interest, terms and repayment of each loan to be evidenced by a written promissory note. Each such loan shall constitute a debt of the limited partnership.

(e) Adequate books of account shall be kept at all times under the supervision of the General Partners. The books shall be open to inspection by any limited partner, or his accredited representative, at any reasonable time.

(f) The partnership books shall contain a capital account and an income account for each partner. Profits and losses shall be credited or debited to an individual income account of each partner as soon as practicable after the close

of each fiscal year. If there be no balance in the individual income account, net losses shall be debited to the individual capital accounts. If there be no balance in the capital account of a partner, or if the capital account shall have been depleted by the debiting of losses under this paragraph, future profits of that partner shall not be credited to his income account until the depletion shall have been made good, but shall be credited to his capital account. After such depletion in this capital account shall have been made good his share of the profits shall thereafter be credited to his income account.

(g) The books of account shall be examined and reviewed at the close of each fiscal year by an independent public accountant designated by the General Partners, who shall make a report thereon. A copy of the report shall be furnished to each limited partner.

(h) The fiscal year of the partnership shall be the calendar year from January 1 to December 31 in the same year.

(i) No General Partner shall be required to vote his entire business time to the partnership. Each may have other employment and business. Each General Partner agrees to devote such time and attention to this enterprise as may be necessary in his discretion for the successful functioning and completion of the work of the partnership. The General Partners shall decide any disputed questions among them by majority vote of the units voted.

(j) Each party hereto shall execute such other and further instruments and shall perform such additional acts as

are necessary to effectuate this partnership and to carry on its business.

(k) Clayter F. Forsgren has the power of attorney to act for each Limited Partner, and each General Partner, with full power of substitution, authorizing him, or his substitute, to execute and file for record amendments to the certificate of limited partnership.

14. Restated Certificate as to Pre-Existing Limited Partnership.

Whitewater Development, a limited partnership, was formed on October 23, 1979, pursuant to "Certificate of Limited Partnership, Whitewater Development", recorded on October 24, 1979, as Instrument No. 181158, records of Madison County, Idaho; recorded on October 30, 1979, as Instrument No. 575078, records of Bonneville County, Idaho; and recorded on October 30, 1979, as Instrument No. 636068, records of Bannock County, Idaho. This is a restated certificate of limited partnership filed pursuant to Idaho Code Sec. 53-267.

15. Execution of Certificate.

Forsgren-Perkins Engineering P.A. has been authorized in writing by each of the General Partners and each of the Limited Partners, with full power of substitution, to cause this certificate to be executed, sworn to, and filed for record, and has duly substituted Clayter F. Forsgren, 350 N. 2nd E., Rexburg, Idaho 83440 and Harold G. Hillam, York Road, Idaho Falls, ID 83401 as attorney-in-fact for each General Partner and each Limited Partner to do so.

EXECUTED THIS 27th day of October, 1986.

"GENERAL PARTNERS"
and
"LIMITED PARTNERS"

Clayter F. Forsgren
Clayter F. Forsgren

Harold G. Hillman
Harold G. Hillman
Am

STATE OF IDAHO)
)ss.
County of Madison)

On this 27th day of October, 1986, appeared Clayter F. Forsgren and Harold G. Hillman, know to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Diane Hedlaway
Notary Public for Idaho
Residing at: Lecky, Idaho
My Commission Expires: Jan 1988