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SECRETARY OF STATE

908422 ✓

CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP with respect to the limited partnership, HILLVIEW RANCH 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:

HILLVIEW RANCH ASSOCIATES

2. The character of the business which may be transacted by the partnership is:

(a) To acquire, own, develop, lease (either as lessor or as lessee), sell or otherwise dispose of real property and interests therein wherever located.

(b) To purchase, acquire, own, 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.

(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.

(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.

(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.

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 names and places of residence of the general partners are:

<u>Name</u>	<u>Residence</u>
Edward H. Allen	6904 Randolph Drive Boise, Idaho
R. Gail Boist	6510 Robertson Drive Boise, Idaho
Kenneth Montee	211 East Crestline Drive Boise, Idaho

Robert J. Ennis

1820 N. 21st Street  
Boise, Idaho

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

<u>Name</u>	<u>Residence</u>
John L. Phillips	3233 Edson Drive Boise, Idaho 83705
Leo L. Knowlton	3709 W. Clement Road Boise, Idaho

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 retirement, death, insanity, or bankruptcy 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.

The death or insanity 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 contributed by each limited  
partner to the partnership is:

<u>Partner</u>	<u>Amount of Cash</u>
John L. Phillips	\$8,500.00
Leo L. Knowlton	\$8,250.00

No property (other than cash) will be contributed by  
any limited partner to the partnership.

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 may be returned to that limited partner as authorized and 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>
John L. Phillips	10
Leo L. Knowlton	5

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 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 agreement between the general partners and each existing limited partner who has contributed to the partnership more than one-half of the entire capital contribution by all of the limited partners and each proposed additional limited partner as to the contribution by each proposed additional limited partner to the capital of the partnership and the participation by each such proposed additional limited partner in the net profits (and net losses) of the partnership.

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.

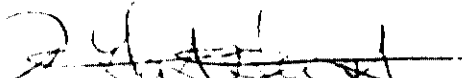
13. In the event of the death, retirement or insanity of any of the general partners, the remaining general partner(s) may elect to continue the partnership and the partnership business.

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

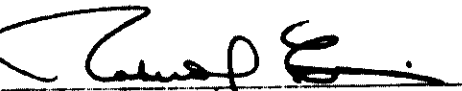
EXECUTED This 6<sup>th</sup> day of December, 1974.

GENERAL PARTNERS

  
Roger H. Allen

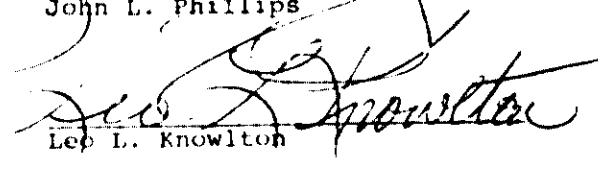
  
R. Gail Heist

  
Kenneth Montee

  
Robert J. Ennis

LIMITED PARTNERS

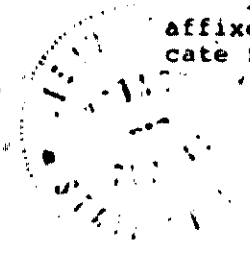
  
John L. Phillips

  
Leo L. Knowlton

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 4<sup>th</sup> day of December, 1974, before me, a Notary Public in and for said State, personally appeared ROGER H. ALLEN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

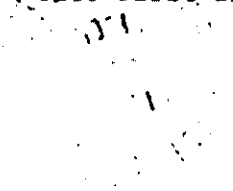
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
Alvin D. Dams  
Notary Public for Idaho  
Residing at: Meridian

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 5<sup>th</sup> day of December, 1974, before me, a Notary Public in and for said State, personally appeared R. GAIL HEIST, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.


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

  
Alvin D. Dams  
Notary Public for Idaho  
Residing at: Meridian

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 27<sup>th</sup> day of November, 1974, before me, a Notary Public in and for said State, personally appeared KENNETH MONTEE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

  
Alvin D. Dams  
Notary Public for Idaho  
Residing at: Meridian

STATE OF IDAHO )

) ss.

County of Ada )

On this 6<sup>th</sup> day of December, 1974, before me, a Notary Public in and for said State, personally appeared ROBERT J. ENNIS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Susan E. Emerson  
Notary Public for Idaho  
Residing at: Bowen, Id.

STATE OF IDAHO )

) ss.

County of Ada )

On this 6<sup>th</sup> day of December, 1974, before me, a Notary Public in and for said State, personally appeared JOHN L. PHILLIPS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Susan E. Emerson  
Notary Public for Idaho  
Residing at: Bowen, Id.

STATE OF IDAHO )

) ss.

County of Ada )

On this 5<sup>th</sup> day of December, 1974, before me, a Notary Public in and for said State, personally appeared LEO L. KNOWLTON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Aja County, Idaho, ss.

Request of

Robert J. Ennis

Time 10:08 A.M.

Date 12-11-74

CLARENCE A. PLANTING

RECORDER

Susan E. Emerson  
Notary Public for Idaho

Residing at: Bowen, Id.

D. J. Martin  
Deputy

P.O. Box 1617  
Bowen, Idaho

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