CERTIFICATE OF LIMITED PARTWERSHIP

71 01 MA 8 NUL S8:

THIS CERTIFICATE OF LIMITED PARTNERSHIP, with respect to the Limited Partnership Winston-Meridian Inv. Gp. #2 15 executed in accordance with the requirements of \$53-202, Idaho Code 1 A

1. The name under which the Partnership is and shall be conducted is:

WINSTON-MERIDIAN INVESTMENT GROUP #2

- 2. The character of the business which may be transacted by the Partnership is 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, and to perform all acts and do all things necessary or convenient thereto.
- 3. The location of the principal place of business of the Partnership is at Bolse, in the County of Ada, State of Idaho.
 - 4. The name and place of residence of the General Partner is:

The name and place of residence of each Limited Partner is:

Residence

3227 Morris Hill Road Boise, Idaho 83706

Houston, Texas 77063

Name

Roger W. Wood

The tiams and pract of restact	nee or eden Eminted Farther 15.
Name	Residence
Vince Meghrouni	1000 S. Anaheim Blvd. #102 Anaheim, CA. 92805
Mark Meghrouni	1000 S. Anaheim Blvd. #102 Anaheim, CA. 92805
Mr. & Mrs. C. Van Brakel	8272 Forelle Dr. Huntington Beach, CA. 92646
Roger W. & Verne D. Wood	3227 Morris Hill Rd. Boise, ID. 83706
Robert & Juanita Lefever	17609 Trosa St. Granada Hills, CA. 91344
Donald D. Rae	1843 Broadway Boise, ID. 83706
T. Clyde Freeland	% Sutro & Co. 7700 Edgewater Dr. Oakland, CA. 94621
Nelvia-Basserd	#PEPGO. 151 Helen St. So. Plainfield, NJ 07080
Rose Klimist	9634 High Meadow

The term "Partner", as used herein, may be used interchangeably to refer to either the General Partner or any Limited Partners.

- 5. The partnership shall be dissolved by:
- (a) The withdrawal, retirement, death, insanity or bankruptcy of the General Partner.
- (b) After December 31, , upon request by any Partner.
- (c) All of the Partners mutually agree to dissolve the Partnership.

The death, insanity, bankruptcy or withdrawai 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 agreed to be contributed by each Limited Partner to the Partnership is:

Partner	Contribution
Vince Meghrouni	\$2035.00
Mark Meghrouni	\$2035.00 NIL
Mr. & Mrs. C. Van Brakel	\$2035.00
Roger & Verne Wood	\$1010.00 \$ 3045 - Eu
Roger W. Wood, as Gen. Ptnr.	\$1370.00
Robert & Juanita Lefever	\$2035.00
Donald D. Rae	\$2035.00 (DR)
RITIAN (NITIAN)	VERE

T. Clyde Freeland

\$2035.00

Melvin Resford

\$2035.00

Rose Klimist

\$2035.00

- 7. No Limited Partner shall be liable for any other contribution to the Partnership except as provided in paragraph 6, above.
- 8. Until such time as all contributions by the Limited Partners to the Partnership shall be returned to the Limited Partners together with an amount equal to ten percent (10%) per annum on said contributions, fifty percent (50%) of the distributable cash of the Partnership shall be

distributed solely to the Limited Partners and the remainder shall be distributed to all Partners, General and Limited, in accordance with the percentage that each shares in the net profits of the Partnership.

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:

Limited Partners	Share of Net Profits (in Units)
Vince Meghrouni	10 units
Mark Meghrouni	10 units
Mr. & Mrs. C. Van Brakel	10 units
Roger W. & Verne D. Wood	8 units 5 Ew
***Roger W. Wood, as General Partner	15 units
Robert & Juanita Lefever	10 units
Donald D. Rae	10 units
T. Clyde Freeland	10 units
Molvin Racford	10 units
Rose Klimist	10 units

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 Partner. In the event of the substitution of an assignee (with the approval of the General Partner) that assignee shall replace the Limited Partner for whom he is a substituted assignee in paragraphs 4, 6 and 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 Partner. If the assignment and transfer is approved by the General Partner, the assignee shall assume the status of a Limited Partner in replacement of the Limited Partner whose interest was so assigned, and paragraphs 4, 6 and 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 Partner, 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 the General Partner, the Partnership shall be dissolved.
- 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 of capital.

EXECUTED this 30th day of December , 1981 .

GENERAL PARTNER:

LIMITED PARTNERS:

- 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 the General Partner, the Partnership shall be dissolved.
- 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 of capital.

EXECUTED this 30th day of December , 1981.
CENERAL PARTNER:
ROGER W. WOOD
LIMITED PARTNERS:
Robert Telever
Juanita Referen

- 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 the General Partner, the Partnership shall be dissolved.
- 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 of capital.

EXECUTED this 30th day of December , 1981 .

GENERAL PARTNER:

 \sim

LIMITED PARTNERS:

Muse D. who

Donal D. Lea

× Man Sula

x John K Van Broke

L.S.

L.S.

- 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 the General Partner, the Partnership shall be dissolved.
- 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 of capital.

EXECUTED this 30th day of December, 198_1 .

GENERAL PARTNER:

LIMITED PARTNERS:

- 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 the General Partner, the Partnership shall be dissolved.
- 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 of capital.

EXECUTED this 30th day of December , 1981.
GENERAL PARTNER:
ROGER W. WOOD
LIMITED PARTNERS:
X Man / My
× Trucent & May Crown

•	,
STATE OF IDAHO	
County of Ada)	
Sworn to and subscribed before /On this 674 day of JANU Public in and for said State, p	before me, a Notary personally appeared ROGER W. WOOD, whose name is subscribed to the within
IN WITNESS WHEREOF, I have official seal the day and year	ave hereunto set my hand and affixed in this certificate first above written.
	Notated Public for Idaho Residing at Boise, Idaho
STATE OF <u>IDAHO</u>) ss.	
Sworn to and subscribed before / On this 674 day of JAND Public in and for said State, pe	ARY, 1982, before me, a Notary rsonally appeared VERNE 1) 11000.
instrument and acknowledged to m	hose name is subscribed to the within ne that he executed the same.
IN WITNESS WHEREOF, I ham official seal the day and year	ave hereunto set my hand and affixed in this certificate first above written.
	Notation Public for IDAHO Residing at BOISE
STATE OF IDAHO	
County of ADA)	
Public in and for said State, pe	hose name is subscribed to the within
IN WITNESS WHEREOF, I hamy official seal the day and year i	we hereunto set my hand and affixed in this certificate first above written.
	Notate Public for IDAHO Residing at BOISE

STATE OF IDAHO	
County of Ada)	
Public in and for said State, pe	, 198_, before me, a Notary ersonally appeared ROGER W. WOOD, hose name is subscribed to the within e that he executed the same.
IN WITNESS WHEREOF, I ha my official seal the day and year i	ve hereunto set my hand and affixed in this certificate first above written.
	Notary Public for Idaho Residing at Boise, Idaho
instrument and acknowledged to me	e me Ry , 1982, before me, a Notary Sonally appeared Robert Lapever and Juan; lose name is subscribed to the within Lape e that he executed the same. We hereunto set my hand and affixed
my official seal the day and year i	n this certificate first above written.
OFFICIAL SEAL WAYNE W. WATKINS NOTARY PUBLIC CALIFORNIA LOS ANCELES COUNTY MyCommission Expires Aug. 10, 1982 D654 BALBOA BLVD., GRANADA HILLS, CA 91344	Notaty Public for ABOVE COUNTY AND STATE Residing at 10654 BALBON BIVE GRANDEN IVILLS, LUS ANGELES COUNTY CALIFORNIA
STATE OF) ss. County of)	
On this day of	, 198 , before me, a Notary sonally appeared ose name is subscribed to the within that he executed the same.
IN WITNESS WHEREOF, I have my official seal the day and year in	re hereunto set my hand and affixed n this certificate first above written.
	Notary Public forResiding at

STATE OF IDAHO)) ss. County of Ada)
On this day of, 198, before me, a Notary Public in and for said State, personally appeared ROGER W. WOOD, 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.
Notary Public for Idaho Residing at Boise, Idaho
STATE OF (alifornia)) ss. County of (alifornia) Sworn to and subscribed before me /On this the day of (alifornia), 1982, before me, a Notary Public in and for said State, personally appeared (ark), Mechanium 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.
OFFICIAL SEAL KAREN R. MATHEWS NOTARY PUBLIC CALIFORNIA ORANGE COUNTY My Commission Expires Aug. 12, 1983 My Commission Expires Aug. 12, 1983
STATE OF (a) ss. County of (a) ss. County of (a) ss. Sworn to and subscribed before me / On this (b) day of (a) specific me, a Notary Public in and for said State, personally appeared (in cont standard) 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.
OFFICIAL SEAL KAREN R. MATHEWS NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Commission Expires Aug. 12, 1983

STATE OF MALE	
County of ata) ss.	•
County of (1)	
Sworn to and subscribed before /On this day of Public in and for said State, per	me, 1982, before me, a Notary rsonally appeared Jonali & Lae,
known to me to be the person winstrument and acknowledged to m	hose name is subscribed to the within
IN WITNESS WHEREOF, I ha my official seal the day and year	ve hereunto set my hand and affixed in this certificate first above written.
	Suth Callison Notary Public for Set 9 Stah Residing at Barris Day
STATE OF) ss.	
County of)	
On this day of	, 198, before me, a Notary sonally appeared, nose name is subscribed to the within a that he executed the same.
IN WITNESS WHEREOF, I ha my official seal the day and year i	ve hereunto set my hand and affixed n this certificate first above written.
	Notani Diblia fan
	Notary Public forResiding at
STATE OF)	
STATE OF)	
On this day of	, 198_, before me, a Notary sonally appeared, lose name is subscribed to the within a that he executed the same.
IN WITNESS WHEREOF, I have no official seal the day and year in	ve hereunto set my hand and affixed n this certificate first above written.
	Notone Dublic for
	Notary Public forResiding at

STATE OF Line) Sworn to and subscribed before / On this day of Public in and for said State, per known to me to be the person winstrument and acknowledged to me	re me . 1982, before me, a Notary ersonally appeared Jonaca A. Ware whose name is subscribed to the within the that he executed the same.
IN WITNESS WHEREOF, I have official seal the day and year	ave hereunto set my hand and affixed in this certificate first above written.
	Notary Public for Let 9 Stahs Residing at Buildy
known to me to be the person w	e me. UZA, 198 <u>Z, before me, a Notary</u> rsonally appeared <u>J. SAUCEPPIN</u> , hose name is subscribed to the within
instrument and acknowledged to m	e that he executed the same.
IN WITNESS WHEREOF, I hamy official seal the day and year	eve hereunto set my hand and affixed in this certificate first above written.
	Robut D. Anex Notary Public for Idaha Residing at Bosse, Idaha
STATE OF)	
STATE OF) ss. County of)	
rublic in and for said State, per	nose name is subscribed to the within
IN WITNESS WHEREOF, I hamy official seal the day and year i	ve hereunto set my hand and affixed n this certificate first above written.
	Notary Public for Residing at

STATE OF Micha) County of Ala) ss.
County of What) ss.
Sworn to and subscribed before me /On this day of formal , 1982, before me, a Notary Public in and for said State, personally appeared formal & war.
Public in and for said State, personally appeared for the law,
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.
Notary Public for Sex 9 States
Residing at Bour Days
STATE OF (alifornia) ss.
County of In Amelia
Sworn to and subscribed before me
Sworn to and subscribed before me /On this 26 day of January , 1982, before me, a Notary Public in and for said State, personally appeared Julie K. Van Brakel
known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she 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.
OFFICIAL SEAL JACQUELYN HART OFFICIAL SEAL JACQUELYN HART
NOTARY PUBLIC - CALIFORNIA NOTARY PUBLIC FOR LOS ANGELES
My comm. expires FEB 22, 1983 Residing at Torrance, CA
STATE OF California)
County of Los Angeles
Sworn to and subscribed before me /On this 26 day of January , 1982, before me, a Notary
Public in and for said State, personally appeared (. Van Brake),
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.

Notary Public for Los Angel Residing at Torrance, CA

OFFICIAL SEAL
JACQUELYN HART
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires FEB 22, 1983

STATE OF CACIFORNIA	
County of ALAMEDA)	
Sworn to and subscribed before	me
	rsonally appeared LYDE FREELAND
	nose name is subscribed to the within
instrument and acknowledged to m	
	ve hereunto set my hand and affixed in this certificate first above written.
my official sear the day and year	1 above written.
OPPICIAL SEAL MARTHA J WESTPHAL NOTARY PUBLIC - CALIFORNIA ALAMEDA COUNTY My comm. expires Alig 19, 1988	Notary Public for ALAMEDA COUNTY Residing at OAKLAND, HIGHTOA CALIFORNIA
CTATE OF	(1)01
STATE OF) ss.	
County of)	
Public in and for said State, per	
instrument and acknowledged to me	nose name is subscribed to the within e that he executed the same.
	ve hereunto set my hand and affixed n this certificate first above written.
	Notary Public for
	Residing at
STATE OF)	
STATE OF) ss. County of)	
County of)	
On this day of	, 198, before me, a Notary sonally appeared ,
known to me to be the person wh	sonally appeared, lose name is subscribed to the within
instrument and acknowledged to me	
IN WITNESS WHEREOF, I have my official seal the day and year i	ve hereunto set my hand and affixed n this certificate first above written.
· · · · · · · · · · · · · · · · · · ·	
	Notary Public for
	Residing at