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SEC. OF STATE

Exhibit "A"

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CERTIFICATE OF LIMITED PARTNERSHIP  
UNDER UNIFORM LIMITED PARTNERSHIP ACT.

The undersigned, being desirous of forming a limited partnership under the act of the State of Idaho, entitled "The Uniform Limited Partnership Act", hereby make and sign the following certificate for that purpose.

- I. The name under which the partnership is conducted is:  
"Idaho Falls Cottontree Inn, an Idaho Limited Partnership".
- II. The purpose of the partnership shall be to invest in and operate Idaho Farm property and/or other commercial real estate; to hold, own, maintain, manage, develop, farm, operate, sell, transfer, convey, lease, mortgage, exchange, or otherwise dispose of or deal in or with residential or commercial properties; and to perform any acts to accomplish the foregoing purposes.
- III. The location of the partnership's principal place of business is 1 Professional Plaza, Rexburg, Idaho 83440. The Initial Registered Agent is Lester J. Petersen, 1 Professional Plaza, Rexburg, Idaho 83440.
- IV. The partnership shall continue and the partners shall receive return of capital until December 31, 2013, unless the partnership is earlier terminated pursuant to the Partnership Agreement.
- V. A limited partner may not sell, transfer, assign, or create security interest in his or its interest or any portion thereof without consent of the general partner, which shall not be unreasonably withheld, and further subject to the provisions as set forth in the the Limited Partnership Agreement dated 2/12/88.
- VI. The General Partner has the right to admit additional limited partners to increase the capitalization of the partnership, subject to the preference rights set forth in Articles 13,14, and 33 of the Idaho Falls Cottontree Inn, Limited Partnership Agreement dated February 12, 1988.
- VII. The general partner will place a combined mortgage of approximately \$2,000,000.00 against the improvements of the original development.

VIII. In the event of the resignation, withdrawal, retirement, death or insanity of a general partner, the business of the partnership shall continue by the limited partners, who may at their discretion conduct the business affairs of the partnership or accept a new general partner to do the same. As used herein, "death" shall include the dissolution of a corporate general partner.

The name and business address of the general partner is:

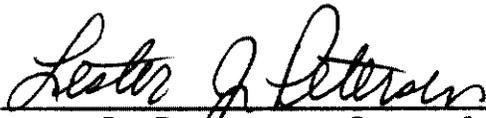
Lester J. Petersen

1 Professional Plaza,  
Rexburg, Idaho 83440.

The general partner has contributed the following to the partnership: \$10.00 and other valuable considerations.

The general partner will have the following percentage of ownership : 33.33%

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of February, 1988.



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Lester J. Petersen, General Partner  
Idaho Falls Cottontree Inn, Ltd.

The name and business address of this limited partner is:

NAME

BUSINESS ADDRESS

Sports Mall, Limited  
Partnership

1740 E. 17th st.

Idaho Falls, Idaho 83404

This limited partner will contribute the following cash to the partnership:

\$900,000

This limited partner will have the following percentage of ownership :

60.0%

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of February, 1988.



Sports Mall, Ltd.

Willard R. Price, gen. partner

The name and business address of this limited partner is:

NAME

BUSINESS ADDRESS

Lester J. Petersen

1 Professional Plaza

Rexburg, Idaho 83440

This limited partner will contribute the following cash to the partnership:

\$60,000

This limited partner will have the following percentage of ownership :

4.0%

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of February, 1988.

*Lester J. Petersen*

~~Sports Hall Ltd.~~

~~Willard R. Price, gen. partner~~

*Lester J. Petersen*  
*Limited Partner*

STATE OF IDAHO )  
Madison ) SS  
Bonnevillle county )

Lester J. Petersen

being duly sworn according to law, depose and certify that he is the general partner of the limited partnership, Idaho Falls Cottontree Inn, Ltd., named in the foregoing agreement and that the facts set forth therein are true and correct.

~~WPP~~ ~~[Signature]~~ Lester J. Petersen

Subscribed in my presence and sworn to before me this 12<sup>th</sup> day of Feb., 1988.

Dickie A. Hanson

Notary Public for the State of Idaho  
Residing at ST ANTHONY  
My commission expires 10-18-91

STATE OF IDAHO )  
County of Madison ) SS  
Bonneville )

Willard R. Price

being duly sworn according to law, depose and certify that he, she or it is a Limited Partner named in the foregoing agreement and that the facts set forth therein are true and correct.



Subscribed in my presence and sworn to before me this 12th  
day of Feb, 1988.

Wicky A. Hanson  
Notary Public for the State of Idaho  
Residing at St Anthony  
My commission expires 10-18-91

STATE OF IDAHO )  
Madison ) SS  
County of Bonneville )

Lester J. Petersen

being duly sworn according to law, depose and certify that he, she or it is a Limited Partner named in the foregoing agreement and that the facts set forth therein are true and correct.

Lester J. Petersen

Subscribed in my presence and sworn to before me this 12th  
day of Feb, 1988.

Wanda A. Hanson  
Notary Public for the State of Idaho  
Residing at St Anthony  
My commission expires 10-18-91