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CERTIFICATE OF LIMITED PARTNERSHIP

OF

MUNN FAMILY LIMITED PARTNERSHIP

The undersigned, desiring 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. Name. The name of the limited partnership is Munn Family Limited Partnership.

2. Business. The character of the business of the partnership is as follows:

(a) To Carry on the Real Estate Business.

(i) To acquire, by purchase, exchange, lease, hire or otherwise, hold, own, subdivide, develop, improve, manage, operate, let as lessor or sublessor, sell, convey, mortgage and encumber, either alone or in conjunction with others, as partners, joint venturers or otherwise, real estate of every kind, character and description whatever, wherever located, and interests of all kinds therein, including, but not limited to, the real property described in Exhibit "A" attached hereto and made a part of this Certificate; and

(ii) to carry on the business of managing agent, broker, finder, consultant and all other functions in connection herewith.

(b) To Deal in Personal Property.

(i) To acquire, by purchase, subscription, exchange, lease, hire and every other method;

(ii) to hold, own, mortgage, pledge, hypothecate, exchange, vote, use, manage and place in voting trust;

(iii) to sell, assign, and otherwise dispose of;  
and

(iv) in every other manner to obtain, use and dispose of and deal in and with, either alone or in

conjunction with others, as partners, joint venturers or otherwise, personal property of every kind, tangible or intangible, wherever situated and interests of every kind therein.

(c) To Act on Own Account of for Others. To accomplish any of the foregoing purposes for its own account or as a nominee, agent or trustee for other individuals, partnerships, corporations or other entities.

3. Registered Agent. The name and address of the registered agent of the Limited Partnership shall be as follows:

Wm. F. Gigray, III      Dearborn Building, 9th & Dearborn,  
P.O. Box 640, Caldwell, ID 83605

4. Name, Addresses and Designations of Partners. The name and business address of each general partner is as follows, to-wit:

<u>NAME</u>	<u>BUSINESS ADDRESS</u>
Estate of Glen B. Munn, Rita S. Munn, Personal Representative	20082 Simplot Blvd. Caldwell, ID
Rita S. Munn	20082 Simplot Blvd. Caldwell, ID
Maureen Munn Jensen	20080 Simplot Blvd. Caldwell, ID
Monte L. Munn	1510 Dearborn, Caldwell, ID
Sidney G. Munn	P.O. Box 1402, Mt. Vernon, WA

The name and business address of each limited partner is as follows, to-wit:

<u>NAME</u>	<u>BUSINESS ADDRESS</u>
Jeffrey Munn	316 Village Ln., Central Park, Boise, ID
Tami Liz Jensen Morrison	1011 Greenwood Cir., Boise, ID

5. Statement - Agreed Value of Property Contributed by Each Partner.

The Estate of Glen B. Munn, Rita S. Munn, Personal Representative, a general partner, 9% interest in the real property described in Exhibit "A", attached hereto and made a part of this Certificate, such 9% interest having a net value of \$24,750.00.

Rita S. Munn, a general partner, 9% interest in the real property described in Exhibit "A", attached hereto and made a part of this Certificate, such 9% interest having a net value of \$24,750.00.

Maureen Munn Jensen, a general partner, 23.78% interest in the real property described in Exhibit "A", attached hereto and made a part of this Certificate, such 23.78% interest having a net value of \$65,395.00.

Monte L. Munn, a general partner, 23.78% interest in the real property described in Exhibit "A", attached hereto and made a part of this Certificate, such 23.78% interest having a net value of \$65,395.00.

Sidney G. Munn, a general partner, 23.78% interest in the real property described in Exhibit "A", attached hereto and made a part of this Certificate, such 23.78% interest having a net value of \$65,395.00.

Jeffrey Munn, a limited partner, 5.33% interest in the real property described in Exhibit "A", attached hereto and made a part of this Certificate, such 5.33% interest having a net value of \$14,657.50.

Tami Liz Jensen Morrison, a limited partner, 5.33% interest in the real property described in Exhibit "A", attached hereto and made a part of this Certificate, such 5.33% interest having a net value of \$14,657.50.

6. Additional Contributions by Limited Partners. The limited partners are not required to make any additional contributions to the partnership.

7. Substitution of Limited Partners.

(a) An assignee of a limited partner's interest shall become a substituted limited partner with respect to the assigned interest if the provisions of Section 13(b) of the Limited

Partnership Agreement which requires that the limited partner first offer all of that interest to the general partners and the other limited partners, providing to them the option to purchase;

(b) the assigned instrument is in the form and substance satisfactory to the general partners and the assignor and assignee execute and acknowledge such other instrument or instruments as the general partners may deem necessary; and

(c) the assignee accepts and adopts in writing all of the terms and provisions of the Limited Partnership Agreement the general partners consent and the assignee pays or obligates himself to pay as the general partners may determine reasonable expenses connected with the admission to limited partnership.

Except as provided in paragraph 9 of the Limited Partnership Agreement, the partners have no right to admit additional limited partners.

In no event shall a limited partnership interest, or any portion thereof, be assigned or transferred to a minor or incompetent.

8. Termination of Partnership Interest. No general partner shall, without the consent of all limited partners substitute a general partner in their stead or sell, assign or mortgage all or any part of their general partner's interest in the partnership.

9. Distribution. Distributions of the net profits or net losses of the partnership shall be made at least annually in the proportions of ownership specified in section 5 herein above set out unless the General Partners in their capacity as managing partners determine that the reasonable needs of the business require that a given amount of earnings be retained by the partnership, in which case, such amount may be retained and transferred pro rata to the partners' respective capital accounts.

10. Right to Receive Return of Partner's Contribution. There is no right of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contribution. No limited partner is given the right to demand and received 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 interest of the partnership, they

may distribute assets of the partnership to the partners in kind in accordance with the provisions of paragraph 14 of the Limited Partnership Agreement.

11. Events which Limited Partnership to be Dissolved. The partnership shall terminate upon the retirement, death, insanity, bankruptcy or insolvency of a general partner unless the remaining partners agree to continue the partnership.

12. Right of Remaining Partners to Continue Business Upon Withdrawal of General Partner. Upon agreement of the remaining partners to continue the partnership, general partners can continue the business upon the retirement, death, insanity, bankruptcy or insolvency of a general partner.

13. This Certificate of Limited Partnership amends that certain Limited Partnership Certificate hereinbefore made on the 28th day of May, 1981, and filed in the State of Idaho, County of Valley on the 15th day of September, 1981.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals the day and year in this Certificate first above written.

Rita S. Munn  
Estate of Glen B. Munn, by Rita S. Munn, General Partner

Rita S. Munn  
Rita S. Munn, General Partner

Maureen Munn Jensen  
Maureen Munn Jensen  
General Partner

Monte L. Munn  
Monte L. Munn, General Partner

Sidney G. Munn  
Sidney G. Munn, General Partner

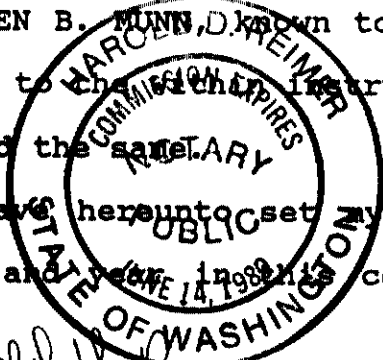
Jeffrey Munn  
Jeffrey Munn, Limited Partner

Tami M. Jensen Morrison  
Tami M. Jensen Morrison  
Limited Partner

STATE OF ~~Idaho~~ <sup>Washington</sup> )  
County of ~~Canyon~~ <sup>Whatcom</sup> ) ss.

On the 6 day of September, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared RITA S. MUNN, individually, and as Personal Representative of the ESTATE OF GLEN B. MUNN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

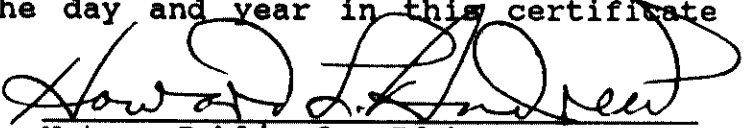
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
Harold H. Reimer  
Notary Public for ~~Idaho~~ Washington  
Residing at Caldwell, ~~Idaho~~ Ferndale  
My Commission Expires: JUNE 14, 1989

STATE OF IDAHO )  
County of ~~Canyon~~ <sup>Ada</sup> ) ss.

On the 18 day of November ~~September~~, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared MAUREEN MUNN JENSEN, 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.

  
Howard L. Lindgren  
Notary Public for Idaho  
Residing at Caldwell, Idaho Boise, Idaho.  
My Commission Expires: 12-23-92

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On the 17<sup>th</sup> day of November, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared MONTE L. MUNN, 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.

[Signature]  
Notary Public for Idaho  
Residing at Caldwell, Idaho  
My Commission Expires: Dec 9, 91

WASHINGTON  
STATE OF ~~IDAHO~~ )  
 ) ss.  
SEACRET  
County of ~~Canyon~~ )

On the 17<sup>th</sup> day of November, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared SIDNEY G. MUNN, 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.

Louise M Johnston  
Notary Public for Idaho WASHINGTON  
Residing at Caldwell, Idaho M. J. VERANO, WA  
My Commission Expires: 10-31-91

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On the 24 day of NOVEMBER, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY MUNN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

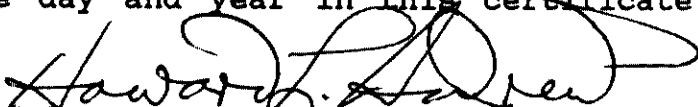
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
Notary Public for Idaho  
Residing at Caldwell, Idaho  
My Commission Expires: Aug 14, 1992

STATE OF IDAHO )  
 ) ss.  
County of Ada )  
~~Canyon~~

On the 18 day of November, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared TAMI LIZ JENSEN MORRISON, 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.

  
Notary Public for Idaho  
Residing at ~~Caldwell~~, Idaho Boise, Idaho  
My Commission Expires: 12-23-92