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CERTIFICATE OF LIMITED PARTNERSHIP

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## RUBY HILL LTD.

We, the undersigned, desiring to for. a limited partnership pursuant to the Uniform Limited Partnership Act as set forth in Chapter 88 of Nevada Revised Statutes, do hereby certify.

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The name of the firm under which the partnership is to be conducted is "RUBY HILL LTD."

II.

The character of the business intended to be transacted by the partnership shall be as follows:

- 1. To acquire, rent, lease and sell buildings upon that certain real property located in Eureka, Nevada, commonly known as the Ruby Hill Motel, and to perform all things relating to, incidental to or in furtherance of that business;
- To perform all legal acts related to investment in real estate.

III

The location of the principal place of business of the partnership shall be 85 Keystone Avenue, Suite "C". Reno, Nevada 89503.

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The name and place of business of the general partner of the partnership are as follows:

NAME

**ADDRESS** 

Sunrise Realty, a Nevada General Partnership 85 Keystone Avenue, Suite "C" Reno, Nevada 89503

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The names and places of residence of each limited partner interested in the partnership are as follows:

AMES	ADDRESSE

1131 South Arlington Avenue Reno, Nevada 89503 Gerald Kinghorn

101 Production Road Waseca, MN 56093 Martha Corchran

101 Production Road Sylvia G. Corchran Waseca, MN 56093

P.O. Box 5819 Reno, NV 89513 Thomas Fee

2736 Lupin Court Fairfield, CA 94533 Felix Schaul

2526 Saratoga Concord, CA 94520 Roger Felton

c/o General Delivery Eureka, NV 89316 Tyler Shepherd

1520 Van Ness Reno, NV 89503 Richard Hosselkus

1685 Crown Drive Reno, NV 89503 Sankovich Larry

Dennes Simkins 3286 Holman Sparks, NV 89431

VI.

The partnership shall continue in existence until September 1, 1985, unless extended by unanimous agreement of all partners, or until its dissolution as otherwise provided in the partnership agreement.

The amount of cash and a description of any agreed value of any other property contributed by each limited partner is as follows:

Gerald Kinghorn \$ 3,750.00

\$ 1,875.00 Martha Corchran 2.

Sylvia G. Corchran \$ 1,875.00 3.

\$ 7,500.00 Thomas Fee

Felix Schaul \$ 3,750.00 693237

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6.	Roger Felton	\$ 3,750.00
7.	Tyler Shepherd	\$ 3,750.00
8.	Richard Hosselkus	\$ 1,875.00
9.	Larry Sankovich	\$ 937.50
10.	Dennes Simkins	\$ 937.50
	viii.	

No additional contributions from the original group of limited partners are required. Should additional capital be required, the general partner has the following options:

- 1. The opportunity to make additional contributions to the partnership shall be offered to the original limited partners. Such contributions shall be made in increments of \$3,750.00, but within thirty (30) days of receipt of written request for funds from the general partner.
- 2. Additional limited partners may be brought into the partnership upon the approval of fifty percent (50%) of the limited partners.

IX.

The contribution of each limited partner shall be returned as follows:

It is anticipated that the limited partners' contributions will be returned upon the sale of the assets of the partnership. Alternatively, the limited partner may elect to sell his interest in the limited partnership to the general partner or a third party. This right of sale is limited by Paragraph 5 of the Limited Partnership Agreement which gives the general partner the first right of refusal in buying a limited partner's interest.

Χ.

A share of the profits or other commensation by way of income that each limited partner shall receive by reason of his contribution is as follows:

Eighty percent (80%) of the profits or other compensation

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is to be allocated to the limited partners and shall be assigned on the basis of their capital investment.

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The right of a limited partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution are as follows:

Limited partners may sell, assign or otherwise convey their interests in the partnership for such amounts of money or other compensation and to such persons as a limited partner may desire. Any such assignee shall acknowledge in writing that he is bound and will abide by all then existing limited partnership agreements. Limited partners must give a sixty (60) day written notice of their intention to sell their interest in the partnership. The general partner shall have the right of first refusal in buying the limited partner's interest with sixty (60) days of notification of intent to sell.

XII.

The general partner has the right to admit additional limited partners upon the approval of fifty percent (50%) of the limited partners.

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No limited partner has priority over other limited partners in any matter involving the partnership or partnership assets.

XIV

In the event of the dissolution of the general partner, Dale E. Miller or Nancy E. Kuhns, individually, or both of them, shall become the general partner.

XV.

/A limited partner does not have the right to demand or receive property other than cash in return for his contribution.

XVI.

No right is given a limited partner to vote on the election or removal of the general partner, the termination

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XVII.

Each limited partner irrevocably constitutes and appoints Dale E. Miller and Nancy E. Kuhns, the members of the general partner, as his attorneys-in-fact, in his name, place and stead to make, execute, acknowledge and file any of the following documents:

- (a) The original and any modification or amendment to the Certificate of Limited Partnership, and any other instrument that may be required to be recorded or filed by the partnership; and
- (b) All documents that may be required to effectuate the dissolution or termination of the partnership.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership this  $9^{15}$  day of September,

GENERAL PARTNER:

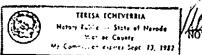
SUNRISE REALTY, A Nevada Partnership

LIMITED PARTNERS:

Her Attorney-in-Fact

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On the day of September, 1980, before me, a Notary
Public in and for the Coun of Washoe, State of Nevada,
personally appeared NANCY. KUHNS, known to me to be the
person who executed the foregoing instrument and who acknowledged
to me that she executed the same freely and voluntarily and
for the uses and purposes therein mentioned.



HOTARY PUBLIC

STATE OF NEVADA

COUNTY OF WASHOE

On the day of September, 1980, personally appeared before me, a Notary Public, NANCY E. KUHNS, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of GERALD KINGHORN, MARTHA CORCHRAN, SYLVIA G. CORCHRAN, THOMAS FEE, FELIX SCHAUL, KOGER FELTON, TYLER SHEPHERD, RICHARD HOSSELKUS, LARRY SANKOVICH and DENNES SIMKINS, and who acknowledged to me that she subscribed their names thereto as principals, and her own name as Attorney-in-Fact freely and voluntarily and for the uses and purposes therein mentioned.

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TERSA ECHEYERRIA Notary Pable — State of Novada Weshee Cesety My Commission espires Sops. 13, 1982 Mirkin Orhevenia

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THE FOREGOING DOCUMENT IS A FULL
TRUE AND CONRECT COPY OF THE
RECORDEN THE OFFICE OF COUNTY
RECORDEN, WASHOE COUNTY! NEVADA
WITNESS MY HAND AND SEAL THIS
LE DAY OF BURNACE 18'SD
LOE MELCHEN, COUNTY RECORDER
BY GEALLY DEPUTY

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OFFICIAL RECORDS
WASHOE COUNTY, NEV.
RECORD RECUESTED BY
SEP 1 O BEU.
FIRST CENTENNIAL
TITLE CO. OF NEVADA

COUNTY RECORDER

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