

CERTIFICATE OF LIMITED PARTNERSHIP

OF

RUBY HILL LTD.

693237

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

I.

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;
2. 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.

IV.

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

<u>NAME</u>	<u>ADDRESS</u>
Sunrise Realty, a Nevada General Partnership	85 Keystone Avenue, Suite "C" Reno, Nevada 89503

B1543P0371

SEP 10 1980

T.O. 10857-64

693237

V.

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

<u>NAMES</u>	<u>ADDRESSES</u>
Gerald Kinghorn	1131 South Arlington Avenue Reno, Nevada 89503
Martha Corchran	101 Production Road Waseca, MN 56093
Sylvia G. Corchran	101 Production Road Waseca, MN 56093
Thomas Fee	P.O. Box 5819 Reno, NV 89513
Felix Schaul	2736 Lupin Court Fairfield, CA 94533
Roger Felton	2526 Saratoga Concord, CA 94520
Tyler Shepherd	c/o General Delivery Eureka, NV 89316
Richard Hosselkus	1520 Van Nesa Reno, NV 89503
Larry Sankovich	1685 Crown Drive Reno, NV 89503
Dennes Simkins	3286 Holman Sparks, NV 89431

B1543P0372

SEP 10 1985

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.

VII.

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

1. Gerald Kinghorn \$ 3,750.00
2. Martha Corchran \$ 1,875.00
3. Sylvia G. Corchran \$ 1,875.00
4. Thomas Fee \$ 7,500.00
5. Felix Schaul \$ 3,750.00

693237

- | | | |
|-----|-------------------|-------------|
| 6. | Roger Felton | \$ 3,750.00 |
| 7. | Tyler Shepherd | \$ 3,750.00 |
| 8. | Richard Hosselkus | \$ 1,875.00 |
| 9. | Larry Sankovich | \$ 937.50 |
| 10. | Deunes 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.

X.

A share of the profits or other compensation 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

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

XI.

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.

XIII.

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

B1543P0374

SEP 10 1980

of the partnership, amendment of the partnership agreement, or the sale of all or substantially all of the assets of the partnership.

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 9th day of September, 1980.

GENERAL PARTNER:

SUNRISE REALTY, A Nevada Partnership

by Nancy E. Kuhns
NANCY E. KUHNS

LIMITED PARTNERS:

Gerald Kinchorn
GERALD KINCHORN

by Nancy E. Kuhns
NANCY E. KUHNS
His Attorney-in-Fact

Martha J. Cochran
MARTHA COCHRAN

by Nancy E. Kuhns
NANCY E. KUHNS
Her Attorney-in-Fact

B1543P0375

SEP 10 1980

Sylvia J. Cochran
SYLVIA G. COCHRAN
by Nancy E. Kuhns
NANCY E. KUHN
Her Attorney-in-Fact

Thomas Fee
THOMAS FEE
by Nancy E. Kuhns
NANCY E. KUHN
His Attorney-in-Fact

Felix Schaul
FELIX SCHAUL
by Nancy E. Kuhns
NANCY E. KUHN
His Attorney-in-Fact

Roger Felton
ROGER FELTON
by Nancy E. Kuhns
NANCY E. KUHN
His Attorney-in-Fact

Tyler Shepherd
TYLER SHEPHERD
by Nancy E. Kuhns
NANCY E. KUHN
His Attorney-in-Fact

Richard Hosselkus
RICHARD HOSSELKUS
by Nancy E. Kuhns
NANCY E. KUHN
His Attorney-in-Fact

Larry Bankovich
LARRY BANKOVICH
by Nancy E. Kuhns
NANCY E. KUHN
His Attorney-in-Fact

Dennis Simkins
DENNIS SIMKINS
by Nancy E. Kuhns
NANCY E. KUHN
His Attorney-in-Fact

01543P0376

SEP 10 1980

693237

STATE OF NEVADA)
COUNTY OF WASHOE) 88.

On the 19th day of September, 1980, before me, a Notary Public in and for the County of Washoe, State of Nevada, personally appeared NANCY E. 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.

TERESA ECHEVERRIA
Notary Public - State of Nevada
Washoe County
My Commission expires Sept. 13, 1982

Teresa Echeverria
NOTARY PUBLIC

STATE OF NEVADA)
COUNTY OF WASHOE) 88.

On the 19th 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, ROGER 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.

B1543P0377

TERESA ECHEVERRIA
Notary Public - State of Nevada
Washoe County
My Commission expires Sept. 13, 1982

Teresa Echeverria
NOTARY PUBLIC

SEAL
Affixed

CERTIFIED COPY
THE FOREGOING DOCUMENT IS A FULL
TRUE AND CORRECT COPY OF THE
RECORD IN THE OFFICE OF COUNTY
RECORDER, WASHOE COUNTY, NEVADA.
WITNESS MY HAND AND SEAL THIS
12 DAY OF SEPTEMBER 1980
JOE MELCHER, COUNTY RECORDER
BY *[Signature]* DEPUTY

693237

OFFICIAL RECORDS
WASHOE COUNTY, NEV.
RECORD REQUESTED BY
SEP 10 1980
FIRST CENTENNIAL
TITLE CO. OF NEVADA *E. G. M.*
COUNTY RECORDER
FEE 9.00 DEP. *[Signature]*

-7-

BOOK 87 PAGE 193

SEP 10 1980

RECORDED AT REQUEST OF
FRONTIER TITLE COMPANY
BOOK 87 PAGE 187

80 SEP 16 P 2: 39

OFFICE RECORDS
EUREKA COUNTY CLERK
WILLIS A. DEPAOLI-RECORDER
FILE NO. 76638
FEE \$ 10.00

COPY



BOOK 87 PAGE 194