

CERTIFICATE OF LIMITED PARTNERSHIP

OF

EUREKA, LTD.

711303

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 "EUREKA, LTD."

II.

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

1. To acquire, improve, develop, rent, lease and sell real estate located in Eureka, Nevada, and to invest generally in all types and kinds of investments, including negotiable instruments and real estate in that area.
2. To do all things related to, incidental to, or in furtherance of that business.

III.

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

IV.

The name and place of business of the General Partner of the partnership are as follows:

NAME

NANCY E. KUHNS,
DALE E. MILLER,
JEFFREY F. COLLIER, and
STANLEY A. RAHN
collectively

ADDRESS

85 Keystone Avenue
Suite "C"
Reno, Nevada 89503

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V.

The names and places of residence of each Limited Partner interested in the Partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Nancy E. Kuhns	85 Keystone Avenue, Suite "C" Reno, Nevada 89503
Dale E. Miller	85 Keystone Avenue, Suite "C" Reno, Nevada 89503
Jeffrey F. Collier	85 Keystone Avenue, Suite "C" Reno, Nevada 89503
Stanley A. Rahn	85 Keystone Avenue, Suite "C" Reno, Nevada 89503

VI.

The Partnership shall continue until November 15, 1988, unless extended by unanimous agreement of all partners, or until its dissolution as provided for in the Limited Partnership Agreement.

VII.

The amount of cash and a description of any agreed value of any other property contributed by each Limited Partner are as follows:

1. Nancy E. Kuhns	\$ 85,000.00
2. Dale E. Miller	\$ 85,000.00
3. Jeffrey F. Collier	\$ 85,000.00
4. Stanley A. Rahn	\$ 85,000.00

VIII.

No additional contribution from the original group of limited partners is 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 \$10,000.00, 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.

BOOK 90 PAGE 272
711303

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IX.

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

All limited partners shall have the right at any time to terminate their membership in the company and withdraw their proportionate share of all available cash. The limited partner's request for withdrawal of funds from the company must be made in writing to the General Partner. The General Partner shall then have one year from the date of withdrawal request to determine the terminating Limited Partner's equity in the company's real estate holdings, which equity shall be determined as of the day of the receipt of the withdrawal request. The General Partner may take such measures as may be necessary to secure sufficient cash to return the Limited Partner's investment. Alternatively, the Limited Partner may elect to retain his equity in company holdings until such time as the holdings of the company may be sold in the normal course of business.

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:

Seventy-five percent (75%) 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 such substitution are as follows:

Limited Partners may sell, assign or otherwise convey their interests in the partnership for such amounts of money or other considerations 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

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partnership agreements. Limited partners must give a sixty (60) day written notice of their intention to sell their interest in the partnership. The remaining limited partners shall have the right of first refusal in buying the Limited Partner's interest with sixty (60) days of notification of intent to sell. The General Partner shall have the second right of refusal to purchase.

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.

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

XV.

No right is given a Limited Partner to vote on the election or removal of the General Partner, the termination of the partnership, amendment of the Partnership Agreement, or the sale of all or substantially all of the assets of the partnership.

XVI.

Each Limited Partner irrevocably constitutes and appoints 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

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(b) All documents that may be required to effectuate the dissolution and termination of the partnership.

It is expressly understood and agreed by each Limited Partner that the grant of this Power of Attorney is coupled with an interest and shall survive the delivery of an assignment of the limited partnership interest.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership this 4th day of December, 1980.

GENERAL PARTNER:

Nancy E. Kohns
NANCY E. KOHNS

Dale E. Miller
DALE E. MILLER

Jeffrey F. Collier
JEFFREY F. COLLIER

Stanley A. Rahn
STANLEY A. RAHN

LIMITED PARTNERS:

Nancy E. Kohns
NANCY E. KOHNS

Dale E. Miller
DALE E. MILLER

Jeffrey F. Collier
JEFFREY F. COLLIER

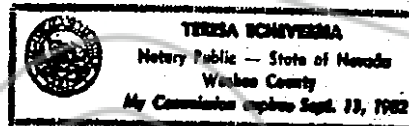
Stanley A. Rahn
STANLEY A. RAHN

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STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 4th day of December, 1980, personally appeared before me, a Notary Public, NANCY E. KUHNS, DALE E. MILLER, JEFFREY F. COLLIER, and STANLEY A. RAHN, known to me to be the persons who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Nancy E. Kuhns
NOTARY PUBLIC



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OFFICIAL RECORDS
COUNTY OF NEVADA
REQUESTED BY
Lyle & Robb
80 DEC 9 P 3: 51

JUL MILLER
CASH
FEE *J.D.*

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RECORDED AT REQUEST OF
Dale Miller
BOOK 90 PAGE 271

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OFFICIAL RECORDS
COUNTY OF NEVADA
WILLIS A. DEAN, CLERK
FILE NO. 78287
FEE \$ 8.00

When recorded mail to:

WALTER BRUCE ROBB
ATTORNEY AT LAW

LYLE AND ROBB
321 S. ARLINGTON AVENUE
RENO, NEVADA 89501

TELEPHONE
(702) 322-9171

BOOK 90 PAGE 276