CERTIFICATE OF LIMITED PARTNERSHIP

-of-

CARSON VALLEY ASSOCIATES, dba

LAKE BUILDERS, dba

PRESTIGE AUTO BROKERS, dba

PINE NUT PRODUCTS

WE, the undersigned, being desirous of forming a limited partnership, pursuant to the Uniform Limited Partnership Act as set forth in the Corporations Code of the State of Nevada, do hereby certify:

- The name of the firm under which the partnership is to be conducted is CARSON VALLEY ASSOCIATES, dba LAKE BUILDERS, dba PRESTIGE AUTO BROKERS, dba PINE NUT PRODUCTS.
- The character of the business intended to be transacted by The partnership shall be for the the partnership is as follows: purpose of engaging in the business of general business construction, auto brokerage, and such other related businesses as may be agreed upon by the partners.
- The location of the principal place of business is to be at 2723 Henning Lane, Minden, Nevada.
- (a) The name and place of residence of each general partner interested in the partnership are as follows:

Name

Place of Residence

PAUL D. HENNING

2723 Henning Lane, Minden, Douglas County, Nevada

BERTHA E. HENNING

2723 Henning Lane, Minden, Douglas County, Nevada

LEONARD CORNETO

615 ClEARVIEW

SO LAKE YAHOE

The name and place of residence of each limited partner interested in the partnership are as follows:

Name

Place of Residence

STEVEN C. MYERS and CHRISTINA M. MYERS

SHUHTOGO MINDEN WED

ROBERT D. HENNING

273 N. 2nd West, Toocle, Utah 84074

SUSAN WAGNER

Utopia Ct Lowen Colo

PAULA ANN HENNING

EN.

MINDEN, NeU

The partnership shall exist for an indefinite term commencing

Sheerin, G'Reilly & Malsh

on the 1st day of January, 1980.

6. The amount of cash and a description of and the agreed value of the other property contributed by each limited partner are as follows:

Name	Cash	Property Contributed	Value of Other Property
STEVEN C. MYERS and CHRISTINA M. MYERS	\$ 5,000}00		\$
ROBERT D. HENNING	10,000.00		\$
SUSAN WAGNER	4,000.00		\$
PAULA ANN HENNING	10,000.00		\$

- 7. The limited partners may make such additional contributions to the capital of the partnership as may, from time to time, be agreed on by the general partners and the limited partners.
- 8. The time agreed on when the contributions of each limited partner is to be returned is as follows: Upon termination of the partnership.
- 9. The share of the profits or the other compensation by way of income which each limited partner will receive by reason of this contribution, is as follows: STEVEN C. MYERS and CHRISTINA M. MYERS shall receive ______ percent (___%) of the profits of the partnership per annum. ROBERT D. HENNING shall receive ______ percent (___%) of the profits of the partnership per annum. SUSAN WAGNER shall receive ______ percent (___%) of the profits of the partnership per annum.

 PAULA ANN HENNING shall receive ______ percent (___%) of the profits of the partnership per annum.
- 10. 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: Upon the written consent of the partners.
- 11. The right of the partners to admit additional limited partners is as follows: Upon such terms as may be agreed in writing between all the partners and such new partners.
- 12. The right of one or more of the limited partners to priority over other limited partners, as to contributions or as to compensation

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& Malsh

Attorneys At Tafo Carson City and Gardnerville, Nevada 57577 LIDER **681**PAGE**1925**

by way of income, and the nature of such priority, are as follows: There shall be no right of one or more of the limited partners to priority over other limited partners, as to contributions or as to compensation by way of income, or otherwise.

- The right of the remaining general partner or partners to continue the business on the death, retirement, or insanity of a general partner is as follows: The remaining partners shall have the right to elect to continue the business of the partnership under the same name, by themselves, or with any additional persons they may If the partners remaining desire to continue the business, choose. but not together, the partnership shall be liquidated.
- No limited partner shall have the right to demand and receive property other than cash in return for his contribution.
- No limited partner shall be entitled to vote upon any of the matters described in subsection 2 of Nevada Revised Statutes Section 88.080.

IN WITNESS WHEREOF, the undersigned have executed this certificate on the 30 day of

STATE OF NEVADA

COUNTY OF DOUGLAS

OK in Roll

On this 30 day of Januagay 1980, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared Mind to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that the executed the same freely and voluntarily and for the uses and purposes therein mentioned.

DOROTHY S. GLEDHILL NOTARY PUBLIC Carson City State of Nevada

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Sheerin, G'Reilly & Malsh

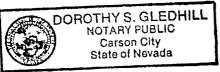
My Appointment Expires July 11, 1983

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Detha E. Henning
BERTHA E. HENNING

STATE OF NEVADA) : ss
COUNTY OF DOUGLAS)

On this <u>30</u> day of <u>Groupger</u>, 19 <u>80</u>, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared BERTHA E. HENNING, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.



My Appointment Expires July 11, 1983

Motary Public

STEPHEN C. MYERS

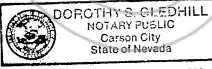
Moratty S. Noctory Pub

Christina M. Myers

CHRISTINA M. MYERS

STATE OF <u>NEUHDA</u>
: SS
COUNTY OF DOUGLAS
)

On this way of Grounder, 19 of, before me, the undersigned, a Notary Public in and for the County of Papson Phy, State of Nevitual, duly commissioned and sworn, personally appeared Statush C. MYERS and CHRISTINA M. MYERS, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.



My Appointment Expires July 11, 1983

Sheerin, G'Reilly & Walsh Attorneys At Liaw Carson City and Gardnerville, Nevada

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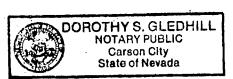


		ROBERT D. HENNING	7
STATE OF_			
COUNTY OF	Jovelle)		
On t	his 30th day of Jebruary	\mathcal{A} , 19 80 , before me	e, the undersigned,
	Public in and for the C		
	nissioned and sworn, per		1 1
known to	me to be the person who	se name is subscribed	to the within
instrumen	at, and who acknowledged	to me that he execute	ed the same freely
and volun	tarily and for the uses	and purposes therein	mentioned.
* 1		4. May Ci	Public
		())	
		SUSAN WAGNER	guer
STATE OF	NEUADA)		
	Douglas)		
	this day of Februa	eu , 1980 , before :	me, the undersigned,
a Notary	Public in and for the C		r .
	nissioned and sworn, per		
me to be	the person whose name i	s subscribed to the w	ithin instrument,
and who a	acknowledged to me that	she executed the same	freely and volun-
tarily an	nd for the uses and purp	oses therein mentioned	i.
DOS DOS	ROTHY S. GLEDHILL	Moratty S Notary Pi	Blenkein
	NOTARY PUBLIC Carson City	No ary Pi	ublic ·
My Appointm	State of Nevada nent Expires July 11, 1983		
		PAULA ANN HENNING	V Henning
	2	PAULA ANN HENNING	d
STATE OF_	MENADA : SS Douglas)		,
eerin, G'A Reilly On t	this / day of Tebpune	γ , 19 <u>V</u> , before me	, the undersigned,
ttorneys Åt Paw	<u></u>	5-	57577 LIDER 681 PAGE 1928
Iarson City and			riben GOETAGETOYO

Attorneys At Nam Carson City and Gardnerville, Nevada

Sheerin,

a Notary Public in and for the County of $\frac{U}{ARSON}$ (174, State of 1)eur DA __, duly commissioned and sworn, personally appeared PAULA ANN HENNING, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.



My Appointment Expires July 11, 1983

Notary Public

Motary

CORNETO LEONARD

STATE OF Calif COUNTY OF To

day of Tel 19 80 , before me, the undersigned, a Notary Public in and for the County of , duly commissioned and sworn, personally appeared LEONARD CORNETO, known to me to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



When Recorded Mail To:

PAUL D. HENNING P. O. Box 1209 89423 Minden, Nevada

REQUESTED BY Henne H OFFICIAL RECORDS OF BOUGLAS CO. NEVADA 1981 JUN 22 PH 4: 20

Sheerin, O'Reilly & Malsh Attorneys At Tato Carson City and

Gardnerville, Nevada

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MARIE A. RADEL LIBER 681 PAGE 1929

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