

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

We, the undersigned, desiring to form a limited partnership, pursuant to the Uniform Limited Partnership Act of the State of Nevada, do hereby certify and agree as follows:

1. NAME: The name of the Limited Partnership is "Green Acres", a Limited Partnership.

2. CHARACTER OF BUSINESS: The Limited Partnership is formed to take title to the unimproved real estate described as 12 acres of farmground plus 12 shares of irrigation water, complete legal to be attached hereto as Exhibit A. Property to be held for long range investment or speculation.

Reference is hereby made to that Offer and Acceptance Agreement dated July 31, 1980, attached hereto as Exhibit A and incorporated herein, under which this property is purchased.

3. PRINCIPAL OFFICE: The principal office and the location of the principal place of business of the partnership shall be 1112 South Third Street, Las Vegas, Nevada 89104.

4. NAME AND RESIDENCE OR BUSINESS ADDRESS OF GENERAL PARTNERS: The name and place of residence or business address of the General Partners is:

Douglas K. Barlow and Lamar M. Ballard
As Joint Tenants
1112 South Third
Las Vegas, Nevada 89104

John D. Lee
1986 University Circle
Las Vegas, Nevada 89109

5. NAME AND RESIDENCE OR BUSINESS ADDRESS OF LIMITED PARTNERS: Partners are:

Martin R. and Betty Jean Ross, as Joint Tenants
1310 South Fourth Street
Las Vegas, Nevada 89104

Joey and Marilyn Petersen, as Joint Tenants
1112 South Third
Las Vegas, Nevada 89104

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1 6. TERM: The partnership shall commence upon the filing
2 of the Certificate of Limited Partnership in the office of the
3 County Recorder of Clark County, Nevada. After the property
4 described hereinabove in paragraph 2 has been disposed of and all
5 debts and obligations of the partnership have been paid and all
6 distributions to the partners have been made, the General Partners
7 shall designate a date for the termination of the partnership and
8 notify each Limited Partner of said date, and this partnership
9 shall end as of the date so designated. The term shall not ex-
10 ceed fifty (50) years.

11 7. CAPITAL CONTRIBUTIONS: The contributions to the
12 partnership shall be in cash and the amounts of cash contributed
13 by each partner as of the commencement of this partnership is
14 as follows:

15 GENERAL PARTNERS:

16 Douglas K. Barlow
17 Lamar M. Ballard
18 John D. Lee

19 LIMITED PARTNERS:

20 Martin R. and Betty Jean Ross
21 Joey and Marilyn Petersen

22 8. ADDITIONAL CONTRIBUTIONS: All additional contributions
23 required for additional annual payments on the above described
24 property and for the payment of taxes, assessments, management
25 fees or other costs incurred in the maintenance and conservation
26 of the investment property shall be paid by the Limited Partners,
27 prorata in accordance with their respective original cash contri-
28 butions, as listed in Paragraph 7 hereinabove. In the event that
29 any partner does not agree to contribute the additional contri-
30 butions called for, the partnership interest of such partner shall
31 be diminished to the ratio which his total partnership contri-
32 bution bears to the total contribution made by all partners. In
the event that a Limited Partner shall default in the additional

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1 payments required herein, and such defaulting partner shall not
2 sell or assign his partnership interest as provided for herein,
3 then the partners in good standing shall assume and pay the
4 additional contributions of the defaulting partner in the same
5 percentage ratio as owned by each partner herein in good standing.

6 9. DIVISION OF GAINS OR LOSSES: The net gains of the
7 partnership shall be divided among the partners and the net
8 losses shall be born by them, in the proportions set opposite
9 their respective names below:

10 GENERAL PARTNERS:

11 Douglas K. Barlow and Lamar M. Ballard.....25%
12 John D. Lee.....25%

13 LIMITED PARTNERS:

14 Martin R. and Betty Jean Ross.....25%
15 Joey and Marilyn Petersen.....25%

16 10. SALARIES, FEES AND CURRENT DISTRIBUTION:

17 (a) No partner shall receive any salary from the
18 partnership, nor shall any partner have any drawing account in the
19 partnership. However, this provision shall not prevent the pay-
20 ment of accountant, legal, management fee of \$25.00 per month,
21 or similar fees to General or Limited Partners for services
22 rendered to the Partnership.

23 (b) In the event that moneys shall be available for
24 distribution among the partners, as a return of capital, by reason
25 of the sale of all or a portion of the above described real
26 property, or other disposition thereof, all such moneys shall be
27 divided among the General Partners and Limited Partners, prorata
28 in accordance with their respective percentage of ownership in
29 the partnership.

30 11. ASSIGNMENT AND SUBSTITUTION:

31 (a) Any Limited Partner shall have the right to
32 assign his interest in the partnership upon thirty (30) days
written notice, delivered to either of the General Partners, at

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1 the principal office of the partnership. Any such assignment
2 shall be effective only to give the assignee the right to receive
3 the return of capital and share of gain, if any, to which his
4 assignor would otherwise be entitled, and shall not give the
5 assignee the right to become a substituted Limited Partner.

6 (b) With the unanimous consent of the General Partners
7 and all the Limited Partners in his place, either in whole or in
8 part.

9 12. DEATH OF A LIMITED PARTNER: The death of a Limited
10 Partner shall not dissolve or terminate the partnership. In the
11 event of such death, the Executor or Administrator of the deceased
12 Limited Partner shall have the rights of a Limited Partner in the
13 partnership, to the extent of the deceased's interest therein,
14 subject to the terms and conditions of this agreement.

15 13. DEATH OF A GENERAL PARTNER: In the event of the
16 death, incapacity or retirement of a General Partner when there
17 is a surviving General Partner, the partnership shall continue and
18 the interest of the deceased General Partner shall be converted
19 to that of Limited Partner. The remaining General Partners shall
20 continue to act as General Partners. In the event of the death,
21 incapacity or retirement of the sole remaining General Partner,
22 the Limited Partners may elect to continue the partnership by
23 electing a new General Partner or may elect to terminate the
24 partnership.

25 (a) Any General Partner shall have the right to retire
26 as General Partner at the end of a calendar year, provided written
27 notice of such intention to retire shall be served upon all other
28 partners at least three (3) months before the end of the calendar
29 year, provided that nothing in this paragraph shall prevent the
30 admission, or naming of a new General Partner or Partners prior
31 to the end of the calendar year after such written notice has been
32 given. The admission, or naming of a new General Partner or

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1 Partners, to the partnership, in such event, shall require the
2 consent of the partners owning 51% of the partnership excluding
3 the retiring General Partner.

4 (b) In the event that the sole remaining General
5 Partner duly gives written notice to retire, or becomes incapacitated,
6 the partnership shall be dissolved and terminated unless:

7 1. A new General Partner is elected within three (3)
8 months after such notice of retirement has been
9 given or after incapacity.

10 (c) On the retirement or incapacity of a General
11 Partner and the continuation of the partnership business, the
12 interest of the retiring or incapacitated General Partner shall
13 automatically be converted into Limited Partnership interest,
14 and shall be assignable or transferable to the same extent as
15 any other Limited Partnership interest under this agreement.

16 14. MANAGEMENT: The General Partners shall have power,
17 after obtaining the written consent of partners owning not less
18 than 51% of the partnership, on behalf of the partnership, to sell
19 exchange, or convey title to, and to grant an option for the
20 sale of all or any portion of the real property of the partnership
21 to execute deeds, deeds of trust, escrow papers and other
22 documents relating to the sale of the partnership property.

23 Whenever there are two or more General Partners, the aforesaid
24 documents, or any documents executed in connection with the sale
25 of the partnership property, shall require the signature of all
26 of the General Partners. By way of extension of the foregoing,
27 and not in limitation thereof, the General Partners shall possess
28 all of the powers and rights of partners in a partnership without
29 Limited Partners under the partnership law of the State of Nevada.

30 15. BANKING: All funds of the partnership are to be
31 deposited in the partnership name, in such bank account as shall
32 be designated by the General Partners. Withdrawals from any such

1 bank account shall be made upon such signature or signatures
2 as the General Partners may designate.

3 16. BOOKS AND ACCOUNTS: At all times during the
4 continuance of the partnership, the General Partners shall keep,
5 or cause to be kept, full and true books of account, in which
6 shall be intered fully and accurately each transaction of the
7 partnership. Such books of account shall be maintained at the
8 principal office of the partnership and shall be open to reason-
9 able inspection of the partners.

10 17. RIGHTS UPON DEATH OR RETIREMENT: No partner,
11 General or Limited, shall have the right, either upon death,
12 incapacity, or retirement, to demand a proportionate interest in
13 the above described real property in lieu of his cash contribution

14 18. PROPERTY TO BE HELD FOR LONG RANGE INVESTMENT:
15 It is the intention of the partners to hold the above described
16 property for long range investments or speculation. Property may
17 be sold at any time; any of the partners wishing not to sell may
18 have first choice of property they wish to retain, upon such time
19 partnership shall be dissolved. Selling partners shall take
20 their proceeds from such sale.

21 19. LIABILITY OF LIMITED PARTNERS: Notwithstanding
22 anything to the contrary herein contained, the liability of any
23 of the Limited Partners, for the losses of the partnership, shall
24 in no event exceed, in the aggregate, the amount of his contri-
25 bution to the capital of the partnership.

26 20. AGREEMENT BINDING: This agreement shall be binding
27 upon all of the parties and their estates, heir (s) or legatees.

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1 IN WITNESS WHEREOF, the parties hereto have signed this
2 Certificate of Limited Partnership.

3 "GENERAL PARTNERS"

4
5 *Douglas K. Barlow / Lamar M. Ballard*
6 Douglas K. Barlow / Lamar M. Ballard

7 *John D. Lee*
8 John D. Lee

9 "LIMITED PARTNERS"

10
11 *Martin R. Ross / Betty Jean Ross*
12 Martin R. Ross / Betty Jean Ross

13 *Joey Petersen / Marilyn Petersen*
14 Joey Petersen / Marilyn Petersen

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Lincoln County

1 STATE OF NEVADA)
2 COUNTY OF CLARK) ss.

3 On this 3rd day of September 1980, personally appeared
4 before me the above mentioned Douglas K. Barlow, Lamar M.
5 Ballard, John D. Lee, Martin R. Ross, Betty Jean Ross, Joey
6 Petersen and Marilyn Petersen, and they acknowledged to me that
7 they subscribed the same freely and voluntarily and for the
8 purposes therein mentioned.

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Jo Ann Chase
NOTARY PUBLIC in and for said
County and State

Lincoln County

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EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the South half (S1/2) of the North half (N1/2) of Section 8, Township 7 South, Range 61 East, M.D. & B & M. Described as follows:

Commencing at the East quarter (E1/4) corner of said Section 8; thence North 89°55' West 1,210.47 feet to the TRUE POINT OF BEGINNING; thence continuing North 89°55' West 631 feet more or less to the center of the creek running through Lot 2 of the Record of Survey in "A" of Plats, Page 144 recorded January 4, 1979, Lincoln County, Nevada records; thence Northernly along the center line of said creek to a point on the North line of said Lot 2 of said survey, said point being North 89°19' West 362.50 feet more or less from the Northeast corner of said Lot 2; thence South 89°19' East 362.50 feet more or less to the Northeast corner of said Lot 2; thence South 9°28' East 1327.72 feet to the TRUE POINT OF BEGINNING.

No. 69738
FILED AND RECORDED AT REQUEST OF
LAND TITLE OF Nev.
SEPT. 8, 1980
AT 1 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 39 OF OFFICIAL
RECORDS, PAGE 379 LINCOLN
COUNTY, NEVADA.
[Signature]
COUNTY RECORDER