

RECEIVED
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CERTIFICATE OF LIMITED PARTNERSHIP
OF

ADVANCED EQUITY VII, a Limited Partnership

For the purpose of forming a limited partnership under the provisions of Idaho code, title 53, Chapter 2, the undersigned persons hereby certify to the following:

1. The name of the Limited Partnership is: ADVANCED EQUITY VII, a Limited Partnership.

2. The general character of the business of the Limited Partnership is to invest in real property and other investments, including but not limited to real estate contracts, corporate securities, municipal obligations and certificates of deposit.

3. The address of the Limited Partnership and the name and address of the agent for service of process required to be maintained by Idaho Code Section 53-204 are as follows:

Advanced Equity Planning Inc., an
Idaho corporation
1103 Best Ave. Suite A
Coeur d'Alene, Idaho 83814

4. The names and addresses of all Partners are as follows:

General Partner:

Advanced Equity Planning Inc.
1103 Best Ave. Suite A
Coeur d'Alene, Idaho 83814

Limited Partners:

Janelle Wright Truex
6959 N. 4th
Hayden Lake, Idaho 83835

Hank Wayman and Sheila Wayman
1520 E. Lancaster
Hayden Lake, Idaho 83835

David L Deeds and Margo Deeds
1580 E. Lancaster
Hayden Lake, Idaho 83835

R Dean Hoff and Maria Hoff
1481 Stratford Drive
Hayden Lake, Idaho 83835

5. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each Partner are as follows:

General Partner

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Limited Partners:

Janelle Wright Truex	\$35,000.00
Hank and Sheila Wayman	2,000.00
David L and Margo Deeds	2,000.00
R Dean and Maria Hoff	2,000.00

6. The times at which, or the events upon the happening of which, any additional contributions agreed to be made by each Partner are to be made as follows: NONE.

7. The power of a Limited Partner to grant the right to become a Limited Partner to an assignee of any part of his Limited Partnership interest, and the terms and conditions of that power, are as follows:

The Limited Partner must offer the Partnership and remaining Partners a right of first refusal to acquire the interest to be assigned. No transfer will be effective if such transfer would violate state or federal securities laws or would result in termination of the Partnership for tax purposes. The assignee of all or any part of a Limited Partnership interest may only have the rights of a Limited Partner upon the consent of all Partners.

8. The time at which, or the events upon the happening of which, a Limited Partner may terminate his membership in the Limited Partnership, and the amount of or the method of determining the distribution to which he may be entitled respecting his Limited Partnership interest, and the terms and conditions of the termination and distribution, are as follows: The Limited Partner may not voluntarily withdraw from the Limited Partnership except upon ninety (90) days' written notice. The amount that the Limited Partner is entitled to receive upon withdrawal is based on the value of Partnership assets and the amount of the Limited Partner's capital account determined as of the date and under the method set forth in the Limited Partnership Agreement.

9. The rights of any Partner to receive distributions of property, including cash, from the Limited Partnership are as follows: The cash flow of the Limited Partnership shall be distributed quarterly or more frequently after provision has been made out of the cash on hand for reserves sufficient for the reasonable business needs and operating expenses of the Limited Partnership. The General Partners may be entitled to distributions of cash flow before other Partners, if the General Partner makes loans to the Partnership.

10. The rights of a Partner to receive, or of a General Partner to make to a Partner, distributions which include a return of all or any part of the Partner's contribution are as follows: The time when the contribution of each Limited Partner is to be returned is upon dissolution of the Partnership.

11. The time at which, and the events upon the happening of

which, the Limited Partnership is to be dissolved and its affairs wound up are as follows:

- a. Expiration of the Limited Partnership term;
- b. The unanimous written consent of all Partners who have not breached the Limited Partnership agreement;
- c. The bankruptcy of the Limited Partnership business;
- d. The occurrence of an event of withdrawal of the last remaining General Partner, unless the Limited Partnership is continued as provided in the Limited Partnership Agreement;
- e. Upon the voluntary withdrawal of a Limited Partner where the Partnership elects to dissolve rather than acquire the withdrawn Partner's Partnership interest; or
- f. The disposition of all or substantially all of the Limited Partnership assets.

Any voluntary dissolution of the Limited Partnership and any disposition of all or substantially all of the Limited Partnership assets is subject to written consent of the Farmers Home Administration.

12. The rights of the remaining General Partner(s), if any, to continue the business on the happening of an event of withdrawal of a General Partner are as follows: The remaining General Partner(s) has a right to continue the business without limitation.

IN WITNESS WHEREOF, the Partners have signed this certificate of Limited Partnership this 18th day of November, 1985.

GENERAL PARTNER:

Advanced Equity Planning, Inc.

By Hank Wayman

LIMITED PARTNERS:

Janelle Wright Truex
JANELLE WRIGHT TRUEX

Hank Wayman
HANK WAYMAN

David L. Deeds
DAVID L. DEEDS

R. Dean Hoff
R DEAN HOFF

Sheila Wayman
SHEILA WAYMAN

Margo Deeds
MARGO DEEDS

Maria Hoff
MARIA HOFF

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 18 day of November, 1985, before me the undersigned, a Notary Public in and for said State, personally appeared Janelle Wright Truex, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she willfully executed same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal this day and year in this certification.

Claudia J. Moser
NOTARY PUBLIC FOR IDAHO
Residing in Post Falls

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 18 day of November, 1985, before me the undersigned, a Notary Public in and for said State, personally appeared Hank and Sheila Wayman, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they willfully executed same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal this day and year in this certification.

Claudia J. Moser
NOTARY PUBLIC FOR IDAHO
Residing in Post Falls

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 18 day of November, 1985, before me the undersigned, a Notary Public in and for said State, personally appeared David L. and Margo Deeds, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they willfully executed same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal this day and year in this certification.

Claudia J. Moser
NOTARY PUBLIC FOR IDAHO
Residing in Post Falls

STATE OF IDAHO)
)SS.
County of Kootenai)

On this 18 day of November, 1985, before me the undersigned, a Notary Public in and for said State, personally appeared R. Dean and Maria Hoff, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they willfully executed same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal this day and year in this certification.

Claudia J. Moser
NOTARY PUBLIC FOR IDAHO
Residing in Post Falls