

RECEIVED
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tnership, do hereby
acknowledge with the

- The names and business addresses of the limited partners are:

Address

Jerome Barron, 2904 Preston Lane, Merrick, NY 11506

Murdock & Company, c/o Jerome Barron, 2904 Preston Lane, Merrick, NY 11506

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5. The amount of cash and a description and statement of the agreed value of the other property or services contributed by each partner is:
 - A. In exchange for a 25% interest in partnership income granted to the General Partner, the General Partner shall organize and manage the affairs of the partnership. The value of these services has been determined to be approximately \$56,000.
 - B. Each limited partner shall make capital contribution to the partnership in an amount equal to \$10,000 for each unit of partnership interest he has purchased.

Below is a list of the limited partners and their contribution to the partnership.

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6. Except as set forth above, there are no times at which or events on the happening of which any additional contributions are to be made by the limited partners or the General Partner.
7. A limited partner shall not have any power to grant the right to become a limited partner to an assignee of any part of his limited partnership interest. An assignee of a limited partnership interest shall become a limited partner only upon the appropriate amendment of this Certificate of Limited Partnership and the limited partnership agreement, which shall be in the sole and absolute discretion of the General Partner.
8. A limited partner cannot withdraw or terminate his membership in the partnership in any event. Furthermore, no limited partner shall have the right to demand all or any part of his capital contribution during the term of the partnership.
9. Partners shall have the right to receive distributions of property, including cash, only upon the discretion of the General Partner after providing for the discharge of all mature and immature obligations of the partnership and anticipated costs of the partnership's business operations, including a reserve for such expenses as determined by the General Partner.

10. Although the partnership may make distributions to the limited partners or the General Partner during the term of the partnership in return of their capital contributions, no limited partner shall have the right to demand the return of all or any part of his capital contribution during the term of the partnership. All distributions by the partnership in return of a limited partner's capital contribution shall be made in the sole discretion of the General Partner after providing for the discharge of all mature and immature obligations of the partnership and anticipated costs of the partnership's business operations, including a reserve for such expenses as determined by the General Partner.
11. The term of the partnership shall commence on the date of filing of this Certificate of Limited Partnership and shall continue until the occurrence of the earliest of the following:
 - A. 100 years from the effective date;
 - B. Upon the sale or other disposition of all the assets of the partnership; provided, however, that if the sale of any partnership property results in a promissory note or other indebtedness being held by the partnership, including the right to receive royalty payments, the partnership shall continue in existence until the obligations evidenced by such promissory note or indebtedness are paid in full;
 - C. In the event of the death, insanity, disability, dissolution, bankruptcy or withdrawal of the sole General Partner; provided however, that there is no replacement or substitution of the General Partner within 90 days in accordance with the provisions of the Idaho Code and the limited partnership agreement;
 - D. At any time with the written consent of all partners; or
 - E. The dissolution of the partnership brought about by operation of law or pursuant to the terms of the limited partnership agreement.
12. If a General Partner withdraws or is deemed to have withdrawn, the partnership shall be dissolved unless the remaining General Partner's (if any) agree to continue the partnership or all partners, including limited partners, agree within 90 days, to continue the partnership and to appoint one or more new General Partners.

Executed this 21st day of October, 1988.

IN WITNESS WHEREOF, the undersigned General Partner has executed this Certificate on the date herein above indicated.

HFP, INC., The "General Partner"

Jack Harbeston
By: Jack Harbeston,
President

ATTEST:

Edris E. Harbeston
By: Edris E. Harbeston,
Secretary

STATE OF Idaho)
COUNTY OF Blaine) ss.

The foregoing instrument was acknowledged before me this 21st day of October, 1988, by Jack Harbeston and Edris E. Harbeston.

Witness my hand and official seal.

My commission expires:

7/13/93
[Signature]
Notary Public

PO Box 732
Business Address

Sun Valley, ID 83353

IN WITNESS WHEREOF, the undersigned, being duly authorized by a power of attorney, have executed this Certificate on behalf of the limited partners on the date herein above indicated.

Jack Harbeston
Jack Harbeston

STATE OF Idaho)
COUNTY OF Blaine) ss.

The foregoing instrument was acknowledged before me this 21st day of October, 1988, by Jack Harbeston.

Witness my hand and official seal.

My commission expires: 7/13/93

John M. Harbeston
Notary Public

PO Box 732
Business Address

Sun Valley, ID 83753