CERTIFICATE OF LIMITED PARTNERSHIP

- 1. Name of the partnership: **Best & Murphy Homes, Limited Partnership**
- 2. The purpose of the partnership: To construct and sellying homes 8 48 anywhere in the United States.
- 3. The Registered Agent of the partnership is: Mr. Richard Sigismonti 1740 8th Avenue, Lewiston, 10 83501
- 4. The General Partner is: Mr. Jeffrey L. Best, Rt. 1 Box 86 B, Kooskia, Idaho 83539. The Limited Partners are: Mr. Thomas Murphy and Mr. Shawn Murphy, 27625 188th Place, Kent, Washington 98031.
- 5. The initial capital of the partnership: The General Partner shall contribute \$10,000 of prepaid house logs and the Limited Partners shall contribute \$100 cash each and their credit enhancement. Additional partnership capital will be provided by commercial loans, with all parterns as individual guarantors.
- Additional Capital Contributions: The Limited Partners shall not be required to provide any additional capital other than partnerhip loan guarantees.
- 7. Limited Partners Right of Assignment: Any limited Partner has the right to sell, transfer or terminate his interest, provided that, in the event the partnership has secured lenders, such transfer of partnership interest must be acceptable to the secured lender, or the Limited Partner making such transfer agrees to maintain his position with said secured lender in addition to the new Limited Partner.
- 8. Termination of Partnership Interest: A General Partner may terminate his General Partnership interest with the consent of the Limited Partners, when and only when, a substitute General Partner is appointed by the remaining partners, or upon any profession of bankruptcy. The Limited Partners may, with a vote of 66% of the Limited Partnership interests, remove the General Partner and elect and substitute General Partner. A Limited Partner may terminate his interest by selling or withdrawing from the partnership, provided the substitute Limited Partner is deemed acceptable to, if any, secured lender and to the General Partner.

- 9. Partner's share of the profit, loss and equity of the partnership:
 The General Partner's share the profits, losses, cash flow, and
 equity of the partnership is 1/3 and the Limited Partners 2/3.
- 10. Partnership Distributions: The Partner's may make only cash distributions, provided however, sufficient partnership cash, after such distribution, remains in the partnership to conduct the day to day activities of the Partnership, and further, that, if any, secured debt is current and not in default.
- 11. Dissolution of the Partnership: The Partnership may be dissolved upon a vote of 65% of the Partners voting to dissolve the partnership, or upon the sale of substantially all of the Partnership's assets, or by judical decree.
- 12. Continuation of the Partnership's Business: Upon the liquidation of the partnership's assets, this partnership shall terminate, unless any continuation of the partnership business is agreed upon by 100% of the Partners, or their assigns. If the Limited Partners wish to remove the General Partner; based upon a vote of 65% of the Limited Partners, the Limited Partners may remove the General Partner and elect a substitute General Partner.

GENERAL PARTNER:

Jeffely L. Gest Rt. 1 Box 86 B

Kooskia, 1D 83539

LIMITED PARTNERS:

Thomas Murphy

27625 188th Pl.

Kent, WA 98031

Shown Murphy

27625 188th Pl. Kent, WA 98031

Nichard Sigismonti

1740 8th Aveune

Lewiston, ID 93501