

318493

CERTIFICATE OF LIMITED PARTNERSHIP

NOV 3 6 55 AM '87

STATE OF IDAHO )

County of Latah )

We, the undersigned, after being duly sworn and under oath in a desire to form a limited partnership pursuant to the laws of the State of Idaho in accordance with the Uniform Limited Partnership Law, Idaho Code 53-201, et. al., do hereby certify as follows:

1. The name of the limited partnership is K & H INVESTMENTS, LTD.

2. The character of business for the limited partnership is to invest in, acquire and manage real estate property which is improved or which may be improved and to do all such other business which said limited partnership may accomplish in accordance with the laws of the State of Idaho.

3. The location of the principal place of business of the limited partnership is Rt. 1, Box 32, Country Homes, Moscow, Idaho, 83843.

4. The name and place of residence of the general partner is:

Robert A. Helbling  
Lynda D. Helbling  
Rt. 1, Box 32  
Country Homes  
Moscow, Idaho, 83843

The name and place of residence of each limited partner interested in this partnership is as follows:

<u>Name</u>	<u>Address</u>
Donald R. Knauss	852 N. Grant Moscow, Idaho 83843
Teresa M. Knauss	852 N. Grant Moscow, Idaho 83843

CERTIFICATE OF LIMITED PARTNERSHIP

Daniel E. Helbling

621 E. 3rd  
Moscow, Idaho 83843

Gina G. Helbling

621 E. 3rd  
Moscow, Idaho 83843

5. The term for which this partnership is to exist is from the 1st day of November, 1981, until said partnership is terminated or dissolved in accordance with the provisions of the Limited Partnership Agreement.

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

<u>Name</u>	<u>Amount of contribution</u>
Robert A. Helbling	\$ 1,041.67
Lynda D. Helbling	\$ 1,041.67
Donald R. Knauss	\$ 1,041.67
Teresa M. Knauss	\$ 1,041.67
Daniel E. Helbling	\$ 1,041.67
Gina G. Helbling	\$ 1,041.67

7. Limited partners may make such additional contributions to the capital of the partnership, as may, from time to time, be agreed upon by all limited and general partners. The above-named partners are the original limited and general partners. The partnership intends to sell, issue and admit additional limited partners in order to obtain additional capital to the partnership in accordance with the terms of the Limited Partnership Agreement. As each new limited partner is admitted to said partnership, the limited partnership shall execute and file an amended certificate of limited partnership and all partners, both general and limited, shall have their percentage of ownership in addition to their percentage of distribution of profits

and losses reallocated in accordance with the percentage of contribution of each partner.

8. The contribution of each limited partner is to be returned to him or her upon dissolution of the partnership and in accordance with the Limited Partnership Agreement as stated therein.

9. The share of profits or other compensation by way of income which each limited partner shall receive by reason of contribution is as follows:

<u>Name</u>	<u>Percentage</u>
Robert A. Helbling	16.67%
Lynda D. Helbling	16.67%
Donald R. Knauss	16.67%
Teresa M. Knauss	16.67%
Daniel E. Helbling	16.67%
Gina G. Helbling	16.67%

10. No partner shall have the right to substitute an assignee as partner in his or her place. No partner shall have the right to assign, sell, transfer, give, pledge or encumber or in any manner dispose of his or her partnership interest without first complying with the right of first refusal as set forth in the Limited Partnership Agreement.


11. The general partner shall have the right to admit additional limited partners not to exceed the number of six (6) additional partners and that such contributions shall not decrease percentage of ownership of the original existing partners to a percentage of less than eight percent (8%) herein. Any additional limited partner shall make contribution of at least \$125.05 for each percent of ownership in said partnership.

12. No limited partner shall have priority over any other limited partner as to contribution or as to compensation by way of income.

13. No limited partner shall have the right to demand and receive property other than cash in return for his or her contribution.

14. On retirement, death or insanity of the general partner, the limited partnership shall, by a vote of 80% of the then existing limited partners, choose and name a new general partner.

SWORN AND SUBSCRIBED to before me on this 1st day of December, 1981.

  
Notary Public in and for the  
State of Idaho, residing in  
Moscow, therein.

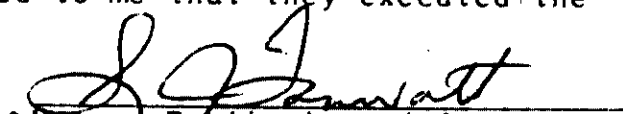
Lynda D. Helbling  
Lynda D. Helbling

Teresa M. Knauss  
Teresa M. Knauss

Gina G. Helbling  
Gina G. Helbling

STATE OF IDAHO )  
County of Latah )

On this 1st day of Dec, 1981, before me personally appeared ROBERT A. HELBLING and LYNDA D. HELBLING, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

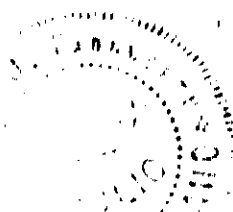
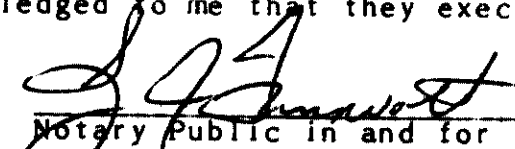
  
Notary Public in and for the  
State of Idaho, residing at  
Moscow, therein.

STATE OF IDAHO )  
County of Latah )

On this 1st day of Dec, 1981, before me personally appeared DONALD R. KNAUSS and TERESA M. KNAUSS, husband

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and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

  
  
Notary Public in and for the  
State of Idaho, residing at  
Moscow, therein.

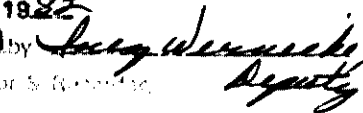
STATE OF IDAHO )  
County of Latah )

On this 1<sup>st</sup> day of Dec, 1981, before me personally appeared DANIEL E. HELBLING and GINA G. HELBLING, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

  
  
Notary Public in and for the  
State of Idaho, residing at  
Moscow, therein.

I do hereby certify that the  
foregoing is a true copy of the  
original document on record in  
this office. Dated this 1<sup>st</sup> day  
of Nov. 1982

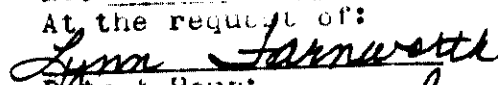
JOAN BAUER

by   
Deputy

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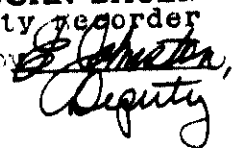
318493

NO.  
At the request of:

  
Date & Hour:  
Dec. 1, 1981 9:16 A.

JOAN BAUER

Latah County recorder

fee \$ 10.00 by   
Deputy

CERTIFICATE OF LIMITED PARTNERSHIP

m  
P.O. Box 9291  
Moscow, Id  
83843