

CERTIFICATE OF LIMITED PARTNERSHIP

OF

H & N LIMITED PARTNERSHIP

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SEC. OF STATE

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This Certificate of Limited Partnership is executed by the undersigned parties pursuant to the provisions of the Idaho Limited Partnership Act.

I. NAME OF PARTNERSHIP

The name of the Partnership is H & N LIMITED PARTNERSHIP, an Idaho Limited Partnership.

II. CHARACTER OF BUSINESS

The business of the Partnership shall be the purchasing, owning, renting and future selling of the commercial real property located at 17927 Appleway, Spokane, Washington, and doing and engaging in any and all activities reasonably related or incidental thereto.

III. LOCATION OF THE PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Partnership shall be 1119 Ironwood Parkway, Suite 300, Coeur d'Alene, Idaho, or such location as may be determined by the General Partners upon notice to the Limited Partners. The registered agent for service of process shall be Douglas Huffman at the principal place of business.

IV. NAME AND RESIDENCE OF PARTNERS

The name and address of each partner are set forth in Appendix A hereto and incorporated herein by this reference.

V. PARTNERSHIP TERM

The term for which the Partnership is to exist is fifteen (15) years.

VI. INITIAL CONTRIBUTION

The amount of cash and a description of, and the agreed value of the other property contributed by each Limited Partner is set forth in Appendix B hereto and incorporated herein by this reference.

VII. ADDITIONAL CONTRIBUTIONS BY THE PARTNERS

There are no contributions agreed to be made by the Partners other than that required by Article VI hereof.

VIII. RETURN OF LIMITED PARTNER'S CONTRIBUTION

The time when the contribution of each Limited Partner is to be returned is upon termination or dissolution of the Partnership.

IX. LIMITED PARTNER'S SHARE OF THE PARTNERSHIP PROFITS

The share of the profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution is as follows:

Until the Limited Partners have received distributions from all sources made by the Partnership of an aggregate amount equal to 100% of the Capital Contributions of the Limited Partners, all of the Net Profits or Cash Available for distribution shall be distributed to the Limited Partners. Following receipt by the Limited Partners of an aggregate amount equal to 100% of their capital Contributions, then 100% of the Net Profits shall be distributed to the General Partners, up to 100% of their capital contributions, then 80% of the remaining Net Profits shall be distributed to the Limited Partners and 20% to the General Partners.

X. THE RIGHT OF THE LIMITED PARTNER TO SUBSTITUTE AN ASSIGNEE IN ITS PLACE

A. A Limited Partner may, at any time, within the limitations set forth in subparagraphs B, C, D, and E below, transfer his interest to the General Partners, another Limited Partner or by intestacy, testamentary disposition or gift to his spouse or children, or a trustee for such spouse or children.

B. If a Limited Partner wishes to transfer his interest during his lifetime except as permitted in subparagraph A above, said Limited Partner shall first offer, in writing, to transfer said interest to the Partners, stating the terms and conditions of such transfer. Such offer shall be delivered to the General Partners to be communicated to the Partners. For thirty (30) days following the receipt of the notice of the proposed transfer, the Partners shall have the right to purchase such interest at the price stated in the notice. If said right is exercised within that thirty-day period, the Partners or any combination of the Partners shall give notice of that fact to the offering Limited Partner. Payment for the interest to be purchased shall be made pursuant to the terms of the notice of the proposed transfer.

C. Any such offer not accepted in full by the Partners within the time period stated above, shall, at the option of the offering Limited Partner, be deemed to have been rejected. In the event the Limited Partner making said offer desires to transfer his interest to a person or persons other than his spouse, children or trustee for such spouse or children, he shall first obtain the written consent of the General Partner prior to making any such offer. The General Partner shall not unreasonably withhold his consent to a transfer to a third person if in the opinion of legal counsel for the Partnership or the General Partner, said transfer would not be in violation of the regulations and guidelines established by federal, state or local governmental agencies as related to "nonpublic offerings." In the event the General Partner gives his consent to a Limited Partner to transfer his interest to a third person or persons, the terms and conditions of a proposed transfer shall not be more favorable to the transferee than were contained in the offer to the other Partners. Any such transfer shall be subject to the limitations set forth in paragraphs D and E below. The Limited Partner shall have sixty (60) days from the receipt of the written consent or the General Partner to transfer his interest in compliance with this paragraph, and after the expiration of such sixty-day period said Limited Partner may not transfer his interest without first re-offering it to the Partners in compliance with provisions of this paragraph.

D. The transferor Limited Partner shall cause a duly executed and acknowledged instrument of assignment to be filed with the General Partner which shall be in compliance with the terms hereof. The transferee shall pay a transfer fee to the Partnership which amount shall be set by the General Partner and shall cover all costs and expenses including attorney's fees.

E. No Limited Partner shall transfer his interest to a minor or to any person who for any reason lacks the capacity to contract for himself under applicable laws, provided that this limitation shall not restrict the right of any Limited Partner to transfer his interest to a custodian, guardian or trustee for a person who would, for such reason, be ineligible to become a transferee hereunder.

XI. THE RIGHT OF THE GENERAL PARTNERS TO ADMIT ADDITIONAL LIMITED PARTNERS

The General Partners have the right to admit additional Limited Partners subject to applicable governmental regulations and provided the rights of the existing Limited Partners are not diminished thereby.

XII. THE RIGHT OF ANY OF THE LIMITED PARTNERS AS TO PRIORITY OVER OTHER LIMITED PARTNERS

No right is given to any Limited Partner to priority over any other Limited Partner as to contributions or to compensation by way of income from the assets or business of the Partnership.

XIII. THE RIGHT OF THE REMAINING GENERAL PARTNER OR PARTNERS TO CONTINUE THE PARTNERSHIP ON THE DEATH, RETIREMENT, BANKRUPTCY, REMOVAL, DISSOLUTION OR INSANITY OF A GENERAL PARTNER

In the event of the death, dissolution, insanity, incapacity, resignation, removal, assignment for the benefit of creditors, filing of a petition for the re-organization, or adjudication of bankruptcy, of any General Partner, the Partnership shall be dissolved unless all remaining General Partners agree in writing within one hundred and twenty days (120) to continue the Partnership. Such

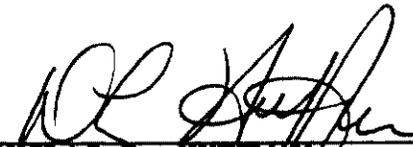
action shall be subject to any rules and regulations of any applicable governmental lender.

XIV. RIGHT TO RECEIVE PROPERTY OTHER THAN CASH

There is no right of a Limited Partner to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the Certificate has been duly executed by the parties on the 6th day of December, 1985.

GENERAL PARTNERS AND
LIMITED PARTNERS



DOUGLAS L. HUFFMAN

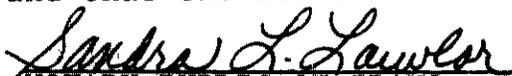


R. DALE NOSWORTHY

STATE OF IDAHO)
)ss.
County of Kootenai)

I, Sandra L. Lawlor, a notary public, do hereby certify that on this 6th day of December, 1985, personally appeared before me DOUGLAS L. HUFFMAN and R. DALE NOSWORTHY, who being by me first duly sworn, declared that they were General Partners and Limited Partners of H & N Limited Partners, and that the statements therein contained are true.

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NOTARY PUBLIC OF IDAHO
Residing in: Hayden Lake, ID

APPENDIX A

The names and residential addresses of the partners are as follows:

GENERAL PARTNERS

RESIDENCE

Douglas L. Huffman

P. O. Box K
Bayview, Idaho 83803

R. Dale Nosworthy

10114 Hillview
Hayden Lake, Idaho 83835

LIMITED PARTNERS

Douglas L. Huffman

P. O. Box K
Bayview, Idaho 83803

R. Dale Nosworthy

10114 Hillview
Hayden Lake, Idaho 83835

APPENDIX B

The amount of cash and a description of, and the agreed value of the other property contributed by each Limited Partner is as follows:

<u>LIMITED PARTNERS</u>	<u>CASH CONTRIBUTED</u>
DOUGLAS L. HUFFMAN	\$10.00 *
R. DALE NOSWORTHY	\$10.00 *

* The balance of \$5,900 will be contributed on or before March 15, 1986.