## CERTIFICATE OF LIMITED PARTNERSHIP

OF

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## FAR HORIZONS LIMITED PARTNERSHIP

We, the undersigned, for the purpose of forming a limited partnership pursuant to the Uniform Limited Partnership Act as set forth in Chapter 2, Title 53, Idaho Code, hereby certify:

I.

The name of the Limited Partnership is "Far Horizons Limited Partnership".

II.

The General character of the partnership business is:

- (a) To own, purchase, sell, lease or otherwise acquire aircraft of any nature whatsoever, and for the purpose of operating the same for whatever purposes are deemed necessary.
- (b) To own, purchase, sell, lease or otherwise deal in real or personal property of any nature whatsoever, wherever located in conjunction with the operation of said aircraft.
- (c) To lease, buy, sell, use, mortgage and improve or otherwise deal in all types of property, real and personal, as may be necessary or appropriate in connection with the business of the corporation, including, but not limited to, becoming a partner or joint venturer in undertakings of all types.
- (d) In addition to the foregoing purposes, the Limited Partnership may also engage in any and all other lawful acts, presently or in the future, which may legally be performed by a limited partnership under the laws of the State of Idaho.

III.

The name and address of the registered agent for service of process shall be WILLIAM C. JANSS, SR., P. O. Box 107, Sun Valley, Idaho 83353.

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The Partnership consists of one (1) general partner, the name and address of which is as follows:

S V Company, Inc. P. O. Box 107 Sun Valley, Idaho 83353

and two (2) limited partners, the names and addresses of which are as follows:

William C. Janss, Sr. P. O. Box 107 Sun Valley, Idaho 83353

William C. Janss, Jr. 100 East Thousand Oaks Boulevard Suite 117 Thousand Oaks, California 91360

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The total initial contribution of cash or other property to the Partnership by the Partners is as follows:

- (1) The S V Company, as General Partner, shall contribute a 1975 Aerostar Aircraft No. N90394, having an agreed upon value of One Hundred Fifteen Thousand and No/100 (\$115,000.00) Dollars.
- (2) William C. Janss, Sr., as Limited Partner, shall contribute, in cash, the sum of Four Hundred Fifty Thousand and No/100 (\$450,000.00) Dollars.
- (3) William C. Janss, Jr., as Limited Partner, shall contribute, in cash, the sum of One Hundred Thousand and No/100 (\$100,000.00) Dollars.

VI.

No additional contributions of cash or other property to the Partnership have been agreed to by and of the Partners.

VII.

No time has been agreed upon when the contribution of each limited partner is to be returned; provided, however, that such return of capital contributions will be made upon dissolution of the Partnership, to the extent and in the manner provided by the Uniform Partnership Law.

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## VIII.

The right of each limited partner to share in the profits of the Limited Partnership by reason of its capital contribution shall be as follows:

William C. Janss, Sr. - 67.7%

William C. Janss, Jr. - 15.0%

IX.

No Limited Partner shall have the right to assign or hypothecate his interest in the Partnership or his interest in the assets, profits, losses, or distributions of the Partnership nor enter into any agreement as a result of which any person or entity shall or could acquire an interest in the Partnership, without the express written consent of the other Partners.

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The Partners are not given the right to admit additional limited partners without the prior consent of all partners.

XI.

No limited partner has priority over any other limited partner as to return of contributions or as to compensation by way of income.

XII.

The remaining partners are given the right to continue the business after the death, retirement, disability or incapacity of a general partner.

## XIII.

No Limited Partner has the right to demand or receive property other than cash in return for its contributions; provided, however, that upon dissolution of the partnership, assets may be distributed in kind to limited partners in respect to their contributions, as permitted by the Limited Partnership Law.

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There is no agreed upon time when the Partnership is to be dissolved; however, the Partnership may be terminated upon election by the Partners in the event of a withdrawal, retirement, death, insanity, disability, incompetency, bank-ruptcy, or insolvency of a Partner, or upon the sale, transfer, or assignment of substantially all of the assets of the Partnership.

DATED this 20 day of December, 1982.

"General Partner"

S V COMPANY

By: Williams

By: Waraldine Brown
Secretary Haroldine Brown

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WILLIAM C. JANSS, SR

WILLIAM C. JAMSS, JR.

STATE OF IDAHO )
COUNTY OF BLAINE )

On this <u>20</u> day of <u>heem bee</u>, 1982, before me, a Notary Public in and for the State of Idaho, personally appeared <u>Wm C Tanss le</u>, and <u>harot bine Bown</u>, to me known to be the President and Secretary, respectively, of S V COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation.

STATE OF IDAHO ) county of  $\beta_{LAINE}$  ) ss.

On this 20 day of <u>lecember</u>, 1982, before me, a Notary Public in and for the State of Idaho, personally appeared WILLIAM C. JANSS, SR., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: Juin Faxes

STATE OF IDAHO ) ss.

On this 20th day of coember, 1982, before me, a Notary Public in and for the State of Idaho, personally appeared WILLIAM C. JANSS, JR., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: | Win FALL S