

JUL 30 9 24 AM '84
SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, being partners of LATSHAW LIMITED PARTNERSHIP certify as follows:

A. The name of the Limited Partnership is LATSHAW LIMITED PARTNERSHIP.

B. The general character of its business is to own, operate, manage, lease, improve, mortgage, exchange, sell or otherwise dispose of or transfer real and personal properties.

C. The address of the Limited Partnership's office and the name and address of the agent is William N. Latshaw, Route 2, Round Lake, St. Maries, Idaho 83821.

D. The name and address of each Partner is as follows:

General Partners

WILLIAM N. LATSHAW
Route 2, Round Lake
St. Maries, ID 83821

TERRY LATSHAW
Route 2, Round Lake
St. Maries, ID 83821

Limited Partners

REBECCA ELIZABETH LATSHAW
Route 2, Round Lake
St. Maries, ID 83821

MARGARET MARIE LATSHAW
Route 2, Round Lake
St. Maries, ID 83821

JAMES LAWRENCE LATSHAW
Route 2, Round Lake
St. Maries, ID 83821

E. The amount of cash and the other property contributed to the partnership is set forth on Schedule A of the Partnership Agreement and the initial capital accounts is set forth in Article V of the Partnership Agreement.

F. Partners with negative capital accounts shall be liable to restore them from any source including the capital items or capital receipts distributed to them by the partnership.

G. Any Limited Partner shall have the right to assign his Limited Partnership interest by giving thirty (30) days advance written notice to the General Partners. Any such assignment shall be effective only to give the assignee the right to receive the share of profits to which the assignor would otherwise be entitled and shall not give the assignee the right to become a

substituted limited Partner except with the written consent of the Partners.

H. A General Partner may not assign or otherwise transfer his or her interest as a General Partner without the affirmative majority vote of the other partners. A Limited Partner, or his successor, may withdraw from the partnership at will by giving the partners thirty (30) days advance written notice. Upon withdrawal, a Limited Partner or his successor shall have the right to require the Partnership to pay, in equal monthly installments over a period of three (3) years, an amount equal to the fair market value of his Partnership interest, including Partnership goodwill, if any. No Limited Partner shall have the right to demand or receive property other than in cash in return for his Partnership interest. Each monthly installment shall include interest at the prime rate for commercial banks in Northern Idaho determined at the time the Partnership interest is withdrawn. If the General Partners and the withdrawing Limited Partner or a successor in interest of a deceased Limited Partner fail to agree on the fair market value of the withdrawing Limited Partner's interest, the valuation shall be determined by arbitration in accordance with the rules of the American Arbitration Association then in effect.

I. No partner shall have the right to demand or receive property other than in cash in return for his partnership interest.


J. No Partner has the right to receive, nor does the General Partner have the right to make, distributions to a partner which includes a return of all or any part of the partner's contribution.

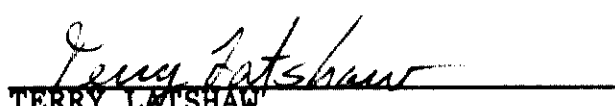
K. The Limited Partnership shall be terminated after twenty-one (21) years or earlier upon the death, bankruptcy, disability or resignation of the sole remaining General Partner. The Limited Partnership may be voluntarily dissolved by the majority vote of the partners.

L. The General Partners are granted specific authority to borrow money for Partnership purposes and to secure any loan with a mortgage on the Partnership property, even beyond the term of the Partnership.

DATED this 17th day of July, 1984.

GENERAL PARTNERS:


WILLIAM N. LATSHAW
Route 2, Round Lake
St. Maries, Idaho 83821


TERRY LATSHAW
Route 2, Round Lake
St. Maries, Idaho 83821

LIMITED PARTNERS:

REBECCA ELIZABETH LATSHAW

By *C. William Eimers, Jr.*
C. WILLIAM EIMERS, JR.,
Custodian

MARGARET MARIE LATSHAW

By *C. William Eimers, Jr.*
C. WILLIAM EIMERS, JR.,
Custodian

JAMES LAWRENCE LATSHAW

By *C. William Eimers, Jr.*
C. WILLIAM EIMERS, JR.,
Custodian

STATE OF IDAHO

County of Benedict

)
) ss.
)

On this 17th day of July, 1984, before me, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared WILLIAM N. LATSHAW, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS, my hand and official seal.

Myrtle S. Mullen
Notary Public in and for the State
of Idaho, residing at *H. Marie, D.*


PSHIP6/D

LATSHAW LIMITED PARTNERSHIP

STATEMENT TO: SECRETARY OF STATE
CAPITOL BUILDING
BOISE, IDAHO

In compliance with the requirement of Idaho Code, Section 53-208(a)(5), no cash is being contributed to the LATSHAW LIMITED PARTNERSHIP and the agreed value of the property described on Schedule A attached hereto and made a part hereof is \$19,348.27, and is being contributed solely by William and Terry Latshaw.

Dated this 2 day of August, 1984.


FREDERIC G. EMRY, II
Attorney in Fact

Aug 6 3 32 PM '84
STATE

SCHEDULE "A"

List of the Partnership Assets

Operatory #1

1	Den-Tal-Ez VII/PL200 Chair	\$1,250.00
1	Chayes 3-Handpiece Console	1,000.00
4	Hamilton Cabinets with Tops	300.00
2	Sinks and Faucets	100.00
1	Ritter Starlite, New Style	450.00
1	Ritter Meteor X-ray head	200.00
1	Domore Doctor Stool	75.00
1	Domore Assistant Stool	100.00
1	Midwest 8000-i Handpiece System	500.00
1	Midwest Quiet Air Handpiece	90.00
1	Midwest Tru-torc Handpiece	150.00
1	Coastal N ₂ O Head, Arm and Hoses	350.00
1	Caulk Vari-Mix Amalgamator	75.00

Operatory #2

1	Den-Tal-Ez VII/PL200 Chair	1,250.00
1	Chayes 2-Handpiece Console	950.00
4	Valtronic Cabinets with Tops	300.00
2	Sinks and Faucets	100.00
1	Ritter Starlite, Old Style	350.00
1	Ritter Meteor X-ray Head	200.00
1	Domore Doctor Stool	75.00
1	Domore Assistant stool	100.00
1	Midwest 8000-i Handpiece System	500.00
1	Midwest Tru-Torc Handpiece	250.00
1	Coastal N ₂ O Head, Arm and Hoses	350.00
1	Justi Silimat Amalgamator	50.00

Operatory #3

1	Royal Chair Top and Base	1,100.00
1	Simplicity 2-Handpiece Unit	500.00
1	Ritter Starlite, Old Style	350.00
4	Valtronic Cabinets with Tops	300.00
2	Sinks and Faucets	100.00
1	Domore DoctorStool	75.00
1	Domore Assistant Stool	100.00
1	Dentsply 1010 Cavitron	400.00
1	Midwest Quiet Air Handpiece	90.00
1	Midwest Tru-Torc Handpiece	150.00
1	G.E. 1000 X-ray Head	1,100.00

SCHEDULE "A" Continued

Laboratory

1	Toothmaster Vibrator	15.00
1	Harvey Sterilizer	50.00
1	Jelenko Casting Machine	95.00
1	Red Wing Lathe	60.00
1	Jelenko Inlay Furnace	75.00
1	L&R Ellison II Ultrasonic Cleaner	180.00
1	Torrit Model Trimmer	95.00

Dark Room and Hall

1	Lowers Temperature Control Valve	115.00
1	Air Technique Perio iro Processor	500.00
1	G.E. Developing Tank	30.00
1	Ritter Meteor X-Ray Control	500.00
1	G.E. 1000 X-ray Control	1,100.00
	Misc. Hand Instruments Lot	1,010.00

Front Desk-Reception Office

1	Olivetti Adding Machine	80.00
1	Smith Corona Typewriter, Electric	66.49
1	Secretary Chair	16.32
1	Desk and Chair	58.32
1	Upright Vacuum Cleaner	62.12
	Reception Room Furniture	59.77

Basement

1	Felton & Crane Compressor	221.00
1	Air Technique 3100R Air Dryer	125.00
2	O ₂ Regulators	70.00
1	N ₂ O Regulators	35.00

Total

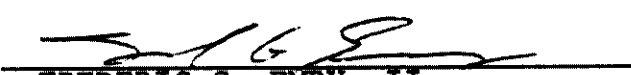
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