

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MID MOUNTAIN LIMITED PARTNERSHIP

An Idaho Limited Partnership

APR 19 8 53 AM '91
SECRETARY OF STATE

The parties hereto do hereby certify that an Agreement was made effective the ____ day of April, 1991, at Hayden Lake, Idaho, by the following, herein called "General Partners":

TED L. COFFEY

and by the following, hereinafter referred to as "Limited Partners":

SUSANNE L. COFFEY

W I T N E S S E T H :

The parties hereto, on the date described above, formed a Limited Partnership pursuant to the provisions of the Idaho State Limited Partnership Act.

1. Name. The name of this Limited Partnership is MID MOUNTAIN LIMITED PARTNERSHIP.

2. Business. The general character of the Partnership business shall be to buy and lease real and personal property, conduct general business as thereto related and conduct any other lawful business within and without the State of Idaho.

3. Principal Place of Business. The location of the principal place of business of the Partnership is 157 W. Hayden Avenue, Hayden Lake, Idaho 83835.

4. Registered Agent. The registered agent for service for this Limited Partnership is EISELE & JACKSON whose address is 421 Coeur d'Alene, Idaho 83814.

5. The Partner. The General Partners and Limited Partners of this Limited Partnership are as follow:

GENERAL PARTNER

Ted L. Coffey

PLACE OF RESIDENCE

Rt. 1, Box 303
Bonners Ferry, Idaho 83803

LIMITED PARTNER

PLACE OF RESIDENCE

Susanne L. Coffey

Rt. 1. Box 303
Bonners Ferry, Idaho 838k03

6. Term. The Partnership shall begin on the 15th day of April, 1991, and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership.

9. Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner shall have the right to sell his interest in the Partnership, but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the partnership Agreement.

11. Additional Limited Partners. The General Partner may admit additional limited partners.

12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement or insanity of the General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may

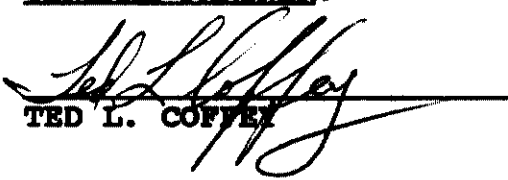
elect to continue the Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$14,200.00.

<u>Partners</u>	<u>Percentage Interest</u>	<u>Contribution</u>
Ted L. Coffey	50%	\$ 7,100.00
Susanne L. Coffey	50%	\$ 7,100.00

GENERAL PARTNER:


TED L. COFFEY

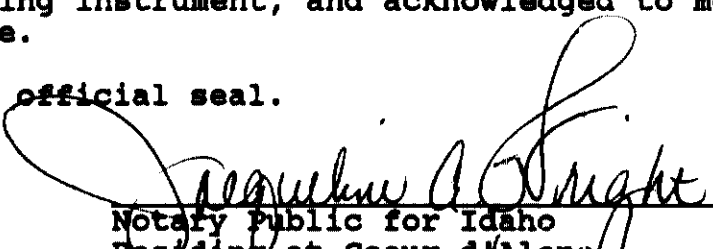
LIMITED PARTNER:


SUSANNE L. COFFEY

STATE OF IDAHO)
 ss.
County of Kootenai)

On this 15th day of April, 1991, before me, the undersigned Notary Public in and for said state, personally appeared Ted L. Coffey, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.


Notary Public for Idaho
Residing at Coeur d'Alene
My commission expires: May 1995

STATE OF IDAHO)
 Boundary ss.
County of ~~Kootenai~~)

On this 17th day of April, 1991, before me, the undersigned Notary Public in and for said state, personally appeared Susanne L. Coffey, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

Anna F. Clark
Notary Public for Idaho
Residing at ~~Coeur d'Alene~~ Bonners Ferry
My commission expires: 3-21-97

SCHEDULE "A"

Attached to the MID MOUNTAIN LIMITED PARTNERSHIP dated the _____ day of April, 1991.

1. The following subject to the encumbrances owed thereon to-wit:

<u>ASSET</u>	<u>VALUE</u>	<u>LIEN</u>	<u>EQUITY</u>	<u>SUSANNE</u>	<u>TED</u>
Pickup(1)					
S-10	\$ 3,750	-0-	\$ 3,750	\$ 1,875	\$1,875
Pickup(2)					
S-10	\$ 3,750	-0-	\$ 3,750	\$ 1,875	\$1,875
Auto	\$ 3,200	-0-	<u>\$ 3,200</u>	<u>\$ 1,600</u>	<u>\$1,600</u>
			\$ 14,200	\$7,100	\$7,100
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The above-described property is hereby conveyed to said MID MOUNTAIN LIMITED PARTNERSHIP, with Grantors retaining the obligation to personally pay all obligations thereon if any presently exist.

GENERAL PARTNER:


TED L. COFFEY

LIMITED PARTNER:


SUSANNE L. COFFEY