

CERTIFICATE AND ARTICLES OF LIMITED PARTNERSHIP

Made and entered into this 15th day of October 1988 by and between F. ALAN SALERNO, a single person, of 310 North 7TH Street Coeur d'Alene, Idaho and ROBERT E. and PAULINE S. HALL, husband and wife, of 8346 Hauser Lake Road Post Falls, Idaho with F. ALAN SALERNO being the REGISTERED AGENT for the partnership.

WITNESS, that the above parties do hereby form a LIMITED PARTNERSHIP, under the name of HALSAR, A LIMITED PARTNERSHIP with the principal place of business at 310 N 7TH Street Coeur d'Alene, Idaho 83814. The business to be carried on is LIMITED to the purchase, subdivision and resale thereof of 30 acres on Alder Creek Road in Kootenai County, Idaho.

The partnership shall begin on the date above and shall continue until dissolved by mutual agreement or terminated as hereinafter provided.

Initial paid in capital of the partnership is and shall be FOUR THOUSAND Dollars (\$4,000), contributed and paid in cash and trade by the parties hereto as follows; TWO THOUSAND Dollars (\$2,000) in cash to be paid by ROBERT E. and PAULINE S. HALL as the down payment for aforesaid property with F. ALAN SALERNO contributing TWO THOUSAND Dollars (\$2,000) in labor at the rate of TEN Dollars (\$10) per hour for research and bulldozing of roads into the aforementioned property.

Such capital shall be used and employed in common between them, for the support and maintenance of the partnership business to the mutual benefit and advantage of the parties hereto and not otherwise.

Additional capital necessary to carry on the business, can be contributed by one or more of the partners, with subsequent adjustment of the percentage of ownership, or the partnership may borrow cash, equipment or material from a partner and pay such rent or interest as would be paid to others.

The partners will give their time, attendance and their skills and power in the conduct and management of the partnership's business. Partners will bear, pay and discharge, between them, all rents and other expenses that may be required to support and manage the business of the partnership.

Correct and full accounts shall be kept during the life of the partnership, of all monies received and paid, as well as all goods, wares, merchandise bought or sold on account and all other items pertaining to business. Books shall be used in common between the partners, so that all have access thereto, without interruption or hinderance. Books shall be kept on a cash method of accounting. Partnership shall operate on a fiscal year ending on the 15TH day of October. At the end of each year a true and just inventory of merchandise and accounts shall be made. Statements setting forth receipts, payments, disbursements and other matters pertaining to the business, together with total net receipts (profits) or loss sustained, together with adjustments to individual partners capital account shall be made. Partners shall clear and adjust each others at that time, their just share of profits made or losses sustained.

During the life of the partnership, no partner shall endorse any note, or otherwise become surety, for any person or persons whomsoever, without the consent of other partners.

Partners designate FIRST FEDERAL SAVINGS OF COEUR d'ALENE as the bank for depository of partnership funds and credits. All checks drawn thereon shall bear the name of the partnership and be signed by F. ALAN SALERNO and one of the other partners.

No partner shall sell or otherwise transfer in any way, his or her interest in the partnership, or any part thereof, without the approval of the other partners. Any attempted transfer by a partner, other than above, will not be recognized.

In the event of the death of one of the partners or total and permanent disability of a partner, rendering him or her incompetent, or the resignation or disassociation for any reason by a partner, the remaining partners shall have first right of purchase of the interest of the former partner. Value shall be determined by a fair appraisal. Intent to purchase shall be given by written notice within sixty (60) days of death, disability, or disassociation. During such sixty day period the former partner, their heirs, administrators, executors or assigns shall have no rights in the partnership except to share in the net profits during such period. Any dispute or controversy shall be settled pursuant to Uniform Partnership Act of Idaho, Idaho Code 53-301--53-343.

When the partnership ends by mutual consent of all partners, the partners, each to the others; shall and will make a true, just and final accounting of all things related to the partnership. All just debts and losses of the partnership shall be paid, and if any of the partners hereto shall fail or refuse to pay his or her just proportion thereof, the other partners may pay the same and recover the amount so paid against the partner in default. Remaining money, goods, property, accounts, or otherwise, shall be divided between the partners based on their interest in the partnership and in the standing of their capital accounts.

ALSO let it be known that in this partnership that F.ALAN SALERNO, a single person, being the GENERAL PARTNER has a fifty per cent (50%) interest with ROBERT E. and PAULINE S. HALL, husband and wife, being the LIMITED PARTNERS, have the remaining fifty per cent (50%) interest.

That we have formed this partnership and executed the foregoing CERTIFICATE AND ARTICLES OF LIMITED PARTNERSHIP which we have read and which correctly embodies the terms and provisions thereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this day and year first written above.

F. Alan Salerno

F. ALAN SALERNO

Robert E. Hall

ROBERT E. HALL

Pauline S. Hall

PAULINE S. HALL

STATE OF IDAHO
COUNTY OF KOOTENAI ss.

SUBSCRIBED AND SWORN to before me this 31st day of November 1988.

Robert Preston-----NOTARY PUBLIC OF IDAHO residing in *Coeur d'Alene*

My commision expires 9/19/91