

FEB 6 9 45 AM '84
IDAHO STATE

CERTIFICATE OF LIMITED PARTNERSHIP

DARWIN W. BROWN ASSOCIATES LIMITED PARTNERSHIP

The undersigned having formed a limited partnership pursuant to Idaho Code 53, Chapter 2, hereby certify:

1. The name of the partnership is DARWIN W. BROWN ASSOCIATES LIMITED PARTNERSHIP.

2. The general character of its business shall be real estate investment, development, management and related activities.

3. The registered agent for the limited partnership shall be Darwin W. Brown, whose address is Route 2, Box 419, Sagle, Idaho 83860.

4. The general partner of the limited partnership is Darwin W. Brown, whose address is Route 2, Box 419, Sagle, Idaho 83860.

5. The limited partners of the limited partnership are Darwin W. Brown, whose address is Route 2, Box 419, Sagle, Idaho 83860, and Carolyn J. Brown, whose address is Route 2, Box 419, Sagle, Idaho 83860.

6. (a) Darwin W. Brown, general partner, has contributed organizational services in an agreed value of \$10,000.00.

(b) Darwin W. Brown, limited partner, has contributed cash in the sum of \$18,250.00 and real property of an agreed value of \$29,750.00.

(c) Carolyn J. Brown, limited partner, has contributed cash in the sum of \$18,250.00 and real property of an agreed value of \$29,750.00.

7. No partners have agreed to make additional contributions.

8. A limited partner has the right to assign the limited partnership interest of that partner upon notice to the general partner and approval of the other limited partners.

9. (a) A limited partner may terminate membership interest by approved assignment after giving the other partners the first option to purchase that interest. There is no other agreed method for termination of a limited partnership interest.

(b) The general partner may substitute another general

partner upon approval of all partners. There is no other agreed method for termination of the general partnership interest.

10. The right of any partner to receive distributions prior to sale of all assets and termination of the partnership is restricted to such distribution of income as the general partner may determine in his sole discretion.

11. There is no right to receive a distribution of capital until termination and dissolution of the partnership.

12. The partnership shall terminate by bankruptcy of the general partner, 30-day notice to the limited partners by the general partner or the affirmative vote of all the partners.

13. The general partner has the right to continue the partnership business upon dissolution.

DATED this 27 day of January, 1984.

DARWIN W. BROWN ASSOCIATES
LIMITED PARTNERSHIP

Darwin W. Brown 1/27/84
Darwin W. Brown
General Partner

Darwin W. Brown
Darwin W. Brown
Limited Partner

Carolyn J. Brown
Carolyn J. Brown
Limited Partner

STATE OF IDAHO)
)
County of Bonner) ss.

Darwin W. Brown, upon oath, states that he is the General Partner of the limited partnership DARWIN W. BROWN ASSOCIATES LIMITED PARTNERSHIP; that he has read the foregoing instrument, knows the contents contained therein and believes the facts stated therein to be true to the best of his knowledge and belief.

Darwin W. Brown
Darwin W. Brown

SUBSCRIBED AND SWORN TO before me this 1 day of FEBRUARY, 1984.

Lee Mahler
Notary Public-State of Idaho
Residing at Sandpoint

STATE OF IDAHO)
)
County of Bonner) ss.

Darwin W. Brown and Carolyn J. Brown, upon oath, state that they are Limited Partners of the limited partnership DARWIN W. BROWN ASSOCIATED LIMITED PARTNERSHIP; that they have read the foregoing instrument, know the contents contained therein and believe the facts stated therein to be true to the best of their knowledge and belief.

Darwin W. Brown
Darwin W. Brown
Limited Partner

Carolyn J. Brown
Carolyn J. Brown
Limited Partner

SUBSCRIBED AND SWORN TO before me this 1 day of FEBRUARY, 1984.

Lee Mahler
Notary Public-State of Idaho
Residing at Sandpoint