

AUG 27 8 41
STATE

LIMITED PARTNERSHIP CERTIFICATE

The undersigned subscribe to the following provisions to establish a limited partnership pursuant to Idaho law:

1. The name of the partnership is: NORTH WASHINGTON QUARTET LIMITED PARTNERSHIP.

2. The character of the business is to acquire rental property.

3. The name and address of the registered agent for service of process is: Michael C. Greer, 201 East Third, Moscow, Idaho 83843.

4. The general partner is: G-4 ENTERPRISES, 704 West 26th, Kennewick, Washington 99336, a general partnership formed under the laws of the State of Washington. This Certificate is signed on behalf of G-4 ENTERPRISES by Michael C. Greer, 1212 Tamarack, Moscow, Idaho 83843, a general partner in G-4 ENTERPRISES.

5. The limited partners and their post office addresses are as follows:

Douglas H. Davey, 327 Hazel Drive, Schaumburg, Illinois 60193.

Ronald J. Kasper, P.O. Box 1065, Osburn, Idaho 83849.

Otis C. Maloy, 2293 Wallen Road, Moscow, Idaho 83843.

6. The partnership shall exist until it is dissolved by action of the parties (see paragraph 15) or by operation of law.

7. The partners' initial contributions shall be in cash, as follows:

G-4 ENTERPRISES	\$10,000.00
Douglas H. Davey	\$10,000.00
Ronald J. Kasper	\$10,000.00
Otis C. Maloy	\$10,000.00

8. It is not anticipated that additional contributions will be required, but such contributions may be voted by a majority of all partners (general and limited). Any such additional contributions shall be in equal shares from all partners.

9. The contributions of each limited partner (subject to the

priority rights of creditors as provided by law) shall be returned upon dissolution of the partnership.

10. The partners shall receive by reason of their contributions the following shares of the profits and other compensation by way of income of the partnership, and shall be charged or credited with the following shares of gain, loss, depreciation, and other income tax incidents of the partnership's transactions:

G-4 ENTERPRISES	one-fourth (25%)
Douglas H. Davey	one-fourth (25%)
Ronald J. Kasper	one-fourth (25%)
Otis C. Maloy	one-fourth (25%)

11. Each limited partner shall have the right to sell and assign his limited partnership interest to another, for whatever price or consideration may be agreed between such partner and such assignee, and to substitute such assignee as a limited partner in his place, subject to a right of first refusal on the part of the remaining partners. (The remaining partners cannot prevent a withdrawing partner from assigning his interest to another, but unless the procedure set forth herein is complied with, such assignee shall have only the restricted rights set forth in the Idaho Code as a non-substituted assignee.) No assignee of a limited partnership interest shall become a substituted partner unless prior to such assignment the terms of such proposed transaction are set forth in a written notice to each remaining partner (including both general and limited partners) and at least fifteen (15) days are allowed for the remaining partners to tender the same price or consideration. In lieu of such notice and fifteen-day waiting period, the remaining partners may give written waivers with the same result as if the notice and waiting period had been given.

12. Additional limited partners (as distinguished from

substituted limited partners) may be admitted only upon the express written consent of all partners.

13. The priority of such additional limited partner as to contributions or compensation shall be equal to that of the other limited partners.

14. The limited partners shall not have the right to demand and receive property other than cash in return for their contributions.

15. Upon majority vote of all partners (general and limited), the property owned by the partnership will be sold and the partnership will be dissolved.

16. The general partner shall have sole power and responsibility for managing the partnership business; provided, that major renovation or other activity requiring additional capital contributions from the partners shall be determined by majority vote as provided in paragraph 8.

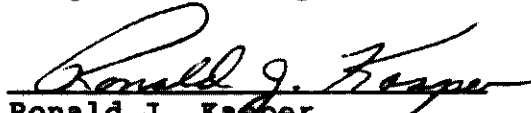
AGREED THIS 31ST DAY OF JULY 1982.



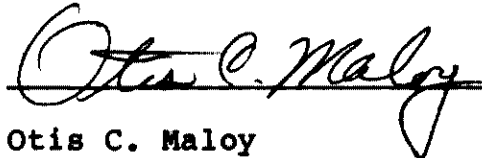
Michael C. Greer
For G-4 ENTERPRISES
a Washington general partnership



Douglas H. Davey



Ronald J. Kasper



Otis C. Maloy

State of Idaho)
) ss.
County of Latah)

Michael C. Greer and Otis C. Maloy declare under oath that they are persons named in the foregoing Limited Partnership Certificate, that they have read the same, and that the facts set

forth therein are true to the best of their knowledge,
information, and belief.

Michael C. Greer

Michael C. Greer

Otis C. Maloy

Otis C. Maloy

Subscribed and sworn to before me this 3rd ^{AUGUST} day of ~~July~~, 1982.

William J. Venard

Notary Public

State of Idaho)
) ss.
County of Shoshone)

Ronald J. Kasper declares under oath that is a person named in
the foregoing petition, that he has read the same, and that the
facts set forth therein are true to the best of his knowledge,
information, and belief.

Ronald J. Kasper

Ronald J. Kasper

Subscribed and sworn to before me this 9 day of ~~August~~, 1982.

Amelia P. [Signature]
8-9829

Notary Public

State of Illinois)
) ss.
County of Cook)

Douglas H. Davey declares under oath that he is a person named in
the foregoing Limited Partnership Certificate, that he has read
the same, and that the facts set forth therein are true to the
best of his knowledge, information, and belief.

Douglas H. Davey

Douglas H. Davey

Subscribed and sworn to before me this 26th day of July, 1982.

Mary E. Dettman
3/23/83

Notary Public