

CERTIFICATE OF LIMITED PARTNERSHIP

Nov 3 5 5 1987

WE, the undersigned, desire to form a limited partnership pursuant to the laws of the State of Idaho, in accordance with Uniform Limited Partnership Law, Idaho Code 53-201, et. al, do hereby certify:

1. The name of the partnership is MOSCOW INVESTMENTS, LTD.
2. The character of the business of the partnership is to invest in, hold, and manage income producing real estate which is improved or which will be improved within a reasonable period after acquisition.
3. The location of the principal place of business is 402 West 6th St., P.O. Box 9291, Moscow, Idaho, 83843.
4. The name and place of residence of the general partner is FARNWORTH ENTERPRISES, INC., 402 West 6th Street, P.O. Box 9291, Moscow, Idaho, 83843. The name and place of residence of each limited partner interested in this partnership is as follows:

Name:Address:

Leon F. and Betty J. Neuenschwander

1437 Pine Cone Road, Moscow,
Idaho

Steven J. and Sharon Fuhr

934 Sherwood, Moscow, Idaho.

Leroy A. and Ann M. Beyers

903 S. Hayes, Moscow, Idaho.

Sarah H. Farnworth

Rt. 2, Box 279E, Moscow, Idaho

5. The term for which the partnership is to exist is from the 1st day of January, 1981, and shall continue until the 31st day of December, 2025, unless previously terminated in accordance with the provisions of the Limited Partnership Agreement.

6. The amount of cash and description of the agreed value of other property contributed by each limited partner is as follows:

<u>Name:</u>	<u>Amount of Contribution</u>
Leon and Betty Neuenschwander	\$ 10,000.00
Steven and Sharon Fuhr	\$ 4,000.00
Leroy and Ann Beyers	\$ 2,000.00
Sarah H. Farnworth	\$ 20,000.00

7. Limited partners may make such additional contributions to the capital of the partnership as may from time to time be agreed by all the partners. The above-named limited partners are the original limited partners. The partnership intends to sell and issue and admit as additional limited partners the persons who contribute cash to the capital of the partnership in accordance with the terms of the agreement of the partnership. Each person who acquired such an interest shall become a limited partner upon the contribution of the sum of TWO THOUSAND DOLLARS (\$2,000.00) for each ONE PERCENT (1%) interest acquired and shall execute and file with the partnership a written instrument which sets forth the intention to become a limited partner and requests admission to the partnership in that capacity together with such other instruments as the general partner may deem necessary or desirable to effect such admission, including written acceptance and adoption of such person of the provisions of the Partnership Agreement and execution, acknowledgment, and delivery to the general partner of a special power of attorney, form style and content of which are more fully described in the Agreement of Partnership.

8. The general partner shall, in a timely fashion, amend this Certificate of Limited Partnership and any separate Certificate of Limited Partnership filed for record to reflect the admission of any person as an additional limited partner.

9. The contribution of each limited partner is to be returned to him or her upon dissolution of the partnership and in accordance with the Partnership Agreement as stated therein.

10. The share of profits or other compensation by way of income which each limited partner shall receive by reason of contribution is as follows:

<u>Name:</u>	<u>Percentage:</u>
Leon and Betty Neuenschwander	22.5%
Steven and Sharon Fuhr	9.0%
Leroy and Ann Beyers	4.5%
Sarah Farnworth	49.0%

The general partner herein shall receive share of profits and other compensation by way of income or losses in the amount of 15%.

11. No limited partner shall have the right to substitute an assignee as limited partner in his place without the prior written consent of the general partner. No limited partner shall have the right to assign, sell, transfer, give, pledge, or encumber, or in any dispose of his partnership interest without first obtaining written consent of the general partner. Any request for such transfer shall set forth the portion of the partnership interest which he desires to transfer; the terms of any bona fide offer of transfer; the cash or other valuable consideration to be received by him in any connection with said transfer; a true copy of the offer stating the name and address of the bona fide offeror; and a certification that the offer is genuine.

12. The general partner shall have the right to admit additional limited partners under his discretion to a total aggregate contribution of ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00).

13. None of the limited partners shall have priority over other limited partners as to contribution or as to compensation by way of income.

14. On the retirement, incapacity, or dissolution of the general partner, the limited partnership shall, by a vote of

SEVENTY-FIVE PERCENT (75%) of the then existing limited partners, choose and name a new general partner.

15. There is no right for a limited partner to demand and receive property other than cash in return for his contribution.

DATED this 20 day of November, 1981.

General Partner, FARNWORTH ENTERPRISES, INC.

By: Lynn Farnworth
Lynn Farnworth, President

Leon F. Neuenschwander
Leon F. Neuenschwander

Steven J. Fuhr
Steven J. Fuhr

Leroy A. Beyers
Leroy A. Beyers

Betty J. Neuenschwander
Betty J. Neuenschwander

Sharon Fuhr
Sharon Fuhr

Ann M. Beyers
Ann M. Beyers

Sarah H. Farnworth
Sarah H. Farnworth

STATE OF IDAHO)

County of Latah)

On this 23 day of November, 1981, before me personally appeared LYNN J. FARNWORTH, President of FARNWORTH ENTERPRISES, INC., known to me to be the person who executed this instrument, on behalf of FARNWORTH ENTERPRISES, INC., and acknowledged to me that such corporation executed the same.

[Signature]
Notary Public in and for the
State of Idaho, residing at
Moscow, therein.

STATE OF IDAHO)

County of Latah)

On this 20 day of November, 1981, before me personally appeared LEON F. and BETTY J. NEUENSCHWANDER, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

[Signature]
Notary Public in and for the
State of Idaho, residing at
Moscow, therein.

STATE OF IDAHO)

County of Latah)

On this 20 day of Nov, 1981, before me personally appeared STEVEN J. FUHR and SHARON FUHR, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

OF IDAHO

[Signature]
Notary Public in and for the
State of Idaho, residing at
Moscow, therein.

STATE OF IDAHO)

County of Latah)

On this 20 day of Nov, 1981, before me personally appeared LEROY A. BEYERS and ANN M. BEYERS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

OF IDAHO

[Signature]
Notary Public in and for the
State of Idaho, residing at
Moscow, therein.

STATE OF IDAHO)

County of Latah)

On this 23 day of Nov, 1981, before me personally appeared SARAH H. FARNWORTH, a married woman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

PUBLIC
NOTARY
STATE OF IDAHO

[Signature]
Notary Public in and for the
State of Idaho, residing at
Moscow, therein.

I do hereby certify that the
foregoing is a true copy of the
original document on record in
this office. Dated this 21 day
of Nov, 1981.

JOAN BAUER by *[Signature]*
County Auditor & Recorder,
Latah County, Idaho

No. 318378
At the request of:
[Signature]
Date & Hour:
Nov 29, 1981 3:36 PM.
JOAN BAUER

Latah County Recorder
Fee \$10.00 by *[Signature]*
or *[Signature]*
Deputy

[Signature]
Box 9291
Moscow, Id

83843