

1
2 CERTIFICATE OF LIMITED PARTNERSHIP

3 OF

4 HARBOR CENTER, LTD. LIMITED PARTNERSHIP

5
6 THE UNDERSIGNED hereby state and acknowledge the following for
7 the purposes of forming a limited partnership under the
provisions of Chapter 2 Title 53 of the Idaho Code.

- 8 1. Name. The name of the partnership
shall be HARBOR CENTER, LTD. LIMITED
9 PARTNERSHIP.
- 10 2. Character of business. The character of the
business to be transacted by the limited
11 partnership will be buying, selling, owning,
12 developing, building upon, altering, repairing,
renting, leasing, and otherwise dealing with
13 real and personal property, whether tangible or
intangible, of any kind or description, and in
14 such other business, whether or not of a similar
or related nature, as may be agreed upon by
unanimous vote of the general partners.
- 15 3. Principal place of business. The location of
the principal place of business of the limited
16 partnership will be P.O. Box 508, Post Falls, ID
17 83854.
- 18 4. Partners' names and residences. The name and
place of residence of each general and limited
19 partner is as follows:

20 GENERAL PARTNERS

RESIDENCE

21 Alfred J. Bowen

P.O. Box 508, Post
Falls, ID 83854

22 Cheryl A. Bowen

P.O. Box 508, Post
Falls, ID 83854

24 LIMITED PARTNERS

RESIDENCE

25 Alfred J. Bowen

P.O. Box 508, Post
Falls, ID 83854

Cheryl A. Bowen

P.O. Box 508, Post
Falls, ID 83854

Alfred J. Bowen as
custodian for Dustin
Thomas Bowen under the
Idaho Uniform Gifts to
Minors Act

P.O. Box 508, Post
Falls, ID 83854

Alfred J. Bowen as
custodian for Brandon
Michael Bowen under the
Idaho Uniform Gifts to
Minors Act

P.O. Box 508, Post
Falls, ID 83854

Alfred J. Bowen as
custodian for Chad Allen
Bowen under the Idaho
Uniform Gifts to Minor
Act

P.O. Box 508, Post
Falls, ID 83854

5. Term. The limited partnership will continue to
exist until terminated as provided in the
limited partnership agreement.

6. Partnership Contributions. There are 110,000
general partnership units (GPU) having an
initial value of \$1.00 per unit. There are
990,000 Limited Partnership Units (LPU) having
an initial value of \$1.00 per unit. The members
of the partnership and the number of units which
each partner owns are as follows:

NAME	CONTRIBUTED PROPERTY	AGREED VALUE	NUMBER OF UNITS
<u>GENERAL PARTNERS:</u>			
Alfred J. Bowen	See Exhibit "A"	\$55,000.00	55,000 GPU
Cheryl A. Bowen	See Exhibit "A"	\$55,000.00	55,000 GPU
<u>LIMITED PARTNERS:</u>			
Alfred J. Bowen	See Exhibit "A"	\$465,000.00	465,000 LPU
Cheryl A. Bowen	See Exhibit "A"	\$465,000.00	465,000 LPU
Alfred J. Bowen as custodian for Dustin Thomas Bowen under The Idaho Uniform Gifts to Minors Act	None	\$20,000.00	20,000 LPU

1 Alfred J. Bowen None \$20,000.00 20,000 LPU
2 as custodian for
3 Brandon Michael Bowen
4 under the Idaho Uniform
5 Gifts to Minors Act

4 Alfred J. Bowen None \$20,000.00 20,000 LPU
5 as custodian for
6 Chad Allan Bowen
7 under the Idaho Uniform
8 Gifts to Minors Act

7 7. Limited partners' additional contributions. The
8 limited partners may, but are not required to make
9 additional contributions to the limited
10 partnership.

11 8. Limited partners' return of contributions. The
12 time when the contribution of each limited partner
13 is to be returned is not fixed.

14 9. Limited partners' share of profits. Each limited
15 partner shall receive his proportionate share of
16 income from the limited partnership, determined in
17 accordance with the ratio of his limited partner
18 units to all outstanding and general partner
19 units.

20 10. Substitution of limited partner. A limited
21 partner shall have the right to substitute as a
22 limited partner in his place an assignee of all or
23 a portion of his limited partnership units who is
24 already a partner or who is an immediate family
25 member of an existing Limited Partner. The
26 immediate family is defined as spouse, child,
27 parent, sibling, or grandchild. Other assignees
may become substitute limited partners only if:

a. Right. The assignor gives the assignee
the right to become a substitute limited
partner in the instrument of assignment.

b. Consent. The written consent of all
general partners, in their sole
discretion, to such substitution shall be
obtained.

c. Instrument of assignment. The instrument
of assignment shall be in form and
substance satisfactory to the general
partners and shall include the properly

endorsed Certificate of Partnership Units.

- d. Other instruments. The assignor and assignee named therein shall execute and acknowledge such other instrument or instruments as the general partners may deem necessary or desirable to effectuate such admission.
 - e. Agreement terms. The assignee shall accept, adopt and approve in writing all of the terms and provisions of this agreement as the same may have been amended.
 - f. Costs. Such assignee shall pay or, at the election of the general partners, obligate himself to pay all reasonable expenses connected with such admission, including but not limited to the cost of preparing, filing and publishing any amendment of the certificate of limited partnership to effectuate such admission.
11. Additional limited partners. No provision is made for the admission of additional limited partners.
 12. Priorities among limited partners. No limited partner has the right to priority over any other limited partner as to either contributions or as to compensation by way of income; provided, however, that the general partners may fix a salary for a limited partner actually rendering services to the partnership.
 13. Right to continue business. Upon the death of a general partner, the partnership may be continued by the remaining general partners. Upon withdrawal of a general partner otherwise than by death, the remaining general partner may continue the partnership by exercising his option to purchase the interest of the withdrawing partner. Upon death or other withdrawal of the last remaining general partner, the limited partners may continue the business upon unanimous consent.
 14. Demand for property. A limited partner shall not have the right to demand and receive

property other than cash in return for his contribution.

15. Registered agent. The name and address of the partnership's registered agent for service of process is Judd & Judd, P.A., 1001 Spokane Street, P.O. Box 999, Post Falls, ID 83854.

IN WITNESS WHEREOF, the undersigned individuals constituting the general and limited partners have executed this certificate of limited partnership on the 19 day of March, 1984.

GENERAL PARTNERS

LIMITED PARTNERS

Alfred J. Bowen

Alfred J. Bowen

Cheryl A. Bowen

Cheryl A. Bowen

Alfred J. Bowen as custodian
for Dustin Thomas Bowen under
the Idaho Uniform Gifts to
Minors Act


Alfred J. Bowen as custodian
for Brandon Michael Bowen
under the Idaho Uniform Gifts
to Minors Act

Alfred J. Bowen as custodian for
Chad Allan Bowen under the Idaho
Uniform Gifts to Minors Act

STATE OF IDAHO)
)ss.
County of Kootenai)

On this ^{19th}~~8th~~ day of March, 1984, personally appeared before me ALFRED J. BOWEN and CHERYL A. BOWEN, and ALFRED J. BOWEN as custodian for DUSTIN THOMAS BOWEN, BRANDON MICHAEL

1 BOWEN, and CHAD ALLAN BOWEN, under the Idaho Uniform Gifts to
2 Minors Act, the general and limited partners of Harbor Center,
3 Ltd. Limited Partnership and declared and acknowledged that
4 they executed the foregoing Certificate of Limited Partnership.

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6 Notary Public for Idaho
7 Residing at Post Falls
8 Commission expires: Life
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ORDER NO. 20847

EXHIBIT "A"

PARCEL NO.1

All that part of Lot 2 in Section 14, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, lying West of the right of way of the Coeur d'Alene and Spokane Railway Company,

EXCEPTING, THEREFROM, that portion described in the deed to Coeur d'Alene and Pend D'Oreille Railway Company, recorded in Book 37 of Deeds at Page 196, records of Kootenai County, Idaho.

ALSO, all of Lots 7 and 8 in Section 14, Township 50 North, Range 4 West, Boise Meridian, EXCEPTING, THEREFROM, the following described property:

All that portion of Lot 8, Section 14, Township 50 North, Range 4 West, Boise Meridian, BEGINNING at Northwest corner of Lot 16 in said Section 14; thence, Northeasterly 732.6 feet to the North line of said Lot 8 where said North line intersects the Western boundary line of right of way of Spokane & Inland Empire Railway Company; thence, Southeasterly along said West boundary line of said right of way 759 feet to South line of said Lot 8 where said South line intersects with West boundary line of said right of way; thence, West along said South line of said Lot 8, 671.88 feet to PLACE OF BEGINNING.

ALSO EXCEPTING, a strip of land 100 feet wide in Lot 7, Section 14, Township 50 North, Range 4 West, Boise Meridian, being 50 feet on each side of the center line of the railroad of the Coeur d'Alene & Pend D'Oreille Railway Company; ALSO EXCEPTING a strip of land 60 feet wide in Lot 8, Section 14, Township 50 North, Range 4 West, Boise Meridian, being 30 feet on each side of the center line of the railroad of the Coeur d'Alene & Pend D'Oreille Railway Company; ALSO EXCEPTING from said Lots 7 and 8, a strip of land 200 feet wide, being 100 feet on each side of the center line of railroad of the Coeur d'Alene & Spokane Railway Company, and its successors; and ALSO EXCEPTING from said Lots 7 and 8 that part thereof lying Easterly of the right of way of the Spokane & Inland Railway Company.

ALSO EXCEPTING that portion of said Lot 8 conveyed to Spokane International Railway Company, a Washington corporation, by Winton Lumber Company, a Delaware corporation by Warranty Deed

dated April 18, 1931 and recorded May 7, 1931 at 4:30 P.M. in Book 96 of Deeds at Page 405 of records of Kootenai County, Idaho, described as follows:

A tract or parcel of land situated in Lot 8 of Section 14, Township 50 North, Range 4 West, Boise Meridian, more particularly described as follows:

BEGINNING at a point which is the intersection of the Westerly line of the right of way of the Coeur d'Alene & Pend D'Oreille Railway with the South line of Lot 8, Section 14, Township 50 North, Range 4 West, Boise Meridian; thence, West along the South line of Lot 8, a distance of 80 feet; thence, in a Northwesterly direction parallel to the Westerly line of the right of way of the Coeur d'Alene & Pend D'Oreille Railway Company, 250 feet; thence, East 80 feet to a point on the Westerly line of the right of way of the Coeur d'Alene & Pend D'Oreille Railway Company; thence, in a Southeasterly direction along said Westerly line of right of way, 250 feet to the POINT OF BEGINNING.

ALSO EXCEPTING a portion of said Lot 8 conveyed to the City of Coeur d'Alene, a municipal corporation, by Winton Lumber Company, a corporation by Warranty Deed dated October 27, 1938 and recorded October 31, 1938 at 10:00 A. M. in Book 110 of Deeds at Page 159, records of Kootenai County, Idaho, described as follows:

That part of Government Lot 8, Section 14, Township 50 North, Range 4 West, Boise Meridian, described as follows:

BEGINNING at a point 65.2 feet West of the Northwest corner of Government Lot 16, Section 14, Township 50 North, Range 4 West, Boise Meridian, said point marked by a one-half inch iron rod; thence, North $11^{\circ}58'$ West, 250 feet to a one-half inch rod; thence, East 80 feet to a one-half inch iron rod, at Spokane International Railroad right of way; thence, North $11^{\circ}58'$ West, 428.7 feet along said right of way to a one-half inch iron rod; thence, West 136.2 feet to a one-half inch iron rod set 8 feet East of the East rail of unloading spur near Spokane River; thence, Southerly 691.3 feet along and 8 feet East of rail of unloading spur to a one-half inch iron rod; thence, East along North side of Government Lots 18, 17 and 16, 346.4 feet to the PLACE OF BEGINNING.

EXCEPTING THEREFROM that portion of Lot 8 lying West of the parcel described in the deed to the City of Coeur d'Alene recorded October 31, 1938 in Book 110 of Deeds at Page 159, records of Kootenai County, Idaho.