

JUL 7 9 45 AM '88
SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

OF

SYDNEY, A LIMITED PARTNERSHIP

We, the undersigned, desiring to form a limited partnership pursuant to the Uniform Limited Partnership Act as set forth in State of Idaho Code Sections 53-201 thru 53-267, do hereby certify:

1. The name of the firm under which the partnership is to be conducted is **SYDNEY, A LIMITED PARTNERSHIP**.
2. The character of the business intended to be transacted by the partnership is to sell, by means of direct television marketing, a skin and beauty cream manufactured in Australia under the brand name, "Sydney."
3. The name and address of the registered agent for service of process in the State of Idaho is Michael C. Stewart, Attorney at Law, 506 North Second Avenue, Sandpoint, Idaho 83864.
4. The names and addresses of the partners are as follows:

General Partner:

Australian-U.S. Trading Corporation, Ltd., (AUSTCOR, LTD.), an Hawaiian Registered Corporation
1277 Kaweloka Street
Pearl City, Hawaii 96782

Limited Partners:

John William Murray and Sharon Lee Murray
P.O. Box 487
Dover, Idaho 83825

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5. The amount of cash and a description and agreed value of the other property contributed by each partner are as follows:

a. General Partner: \$55,000.00

Services in the form of market analysis, product selection, media selection for promotion of product, and other business entrepreneurial activities.

b. Limited Partners: \$55,000.00

Cash.

6. The limited partners are not required to make additional capital contributions.

7. The Articles of Limited Partnership contain no restrictions or express powers concerning the assignability of the limited partners' interest in the partnership.

8. The interest of the limited partners may be terminated by: a. agreement of all partners, b. dissolution of the partnership, and c. 6 (six) months advance written notice of withdrawal from the limited partners to the general partner.

Upon withdrawal by the limited partners, the partnership shall pay to the limited partners any distributions to which they are entitled, to wit, from the sale of the product, Sydney, and within a reasonable period of time after withdrawal the partnership shall pay the limited partners 50.0% of the fair market value of the partnership business.

9. Rights of Distributions to Partners:

a. Limited Partners: The partnership shall pay to the limited

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partners \$1.00 (one dollar) United States funds, for every 1 (one) unit of product sold thru direct television marketing of the skin cream product, Sydney. The term "unit of product" is defined as one container, of that product known as "Sydney", however, should the partnership substitute and/or add some other brand name product to the television marketing effort, which is produced from the funds contributed to the partnership by the limited partners, the limited partners shall be paid in the same fashion as set forth above for the sales of "Sydney" skin and facial cream.

Distributions pursuant to this paragraph shall be made to the limited partners on a monthly basis, commencing no less than 30 (thirty) days from the partnership's initial receipt of funds from the sale of product. Distributions shall continue to the limited partners monthly, until receipts to the partnership arising from the subject television marketing effort ceases.

The limited partners shall be entitled to distributions for a period of two years from the date of this certificate, and more particularly, the limited partners are entitled to receive the payments set forth above, arising from all airings and re-airings of the subject television marketing effort within 2 (two) years from the date of this certificate.

b. General Partner: After payment has been made to creditors of the partnership and distributions have been made to the

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limited partners as just provided, all remaining profits of the partnership shall be paid to the general partner.

10. There are no other rights of any partner to receive and/or make distributions to partners, which are not expressly set forth above in this certificate.

11. The partnership shall be dissolved and wound up, when a. required by operation of law, or b. designated by the general partner, but not less than 2 (two) years without the consent of the limited partners.

12. There are no provisions in the Articles of Limited Partnership regarding rights of remaining general partners, should one or more general partners withdraw, since the partnership has only one general partner.

IN WITNESS WHEREOF, the parties have hereunto executed this certificate in duplicate.

General Partner:

AUSTRALIAN-U.S. TRADING CORPORATION, LTD. (AUSTCOR, LTD.), an Hawaiian Registered Corporation

BY: Greg Francis
BY: Gregory P. Francis

Nelson S.N. Robson

A Commissioner for taking affidavits
in the Supreme Court of South Australia

Limited Partners:

John William Murray
JOHN WILLIAM MURRAY

Sharon Lee Murray
SHARON LEE MURRAY

2.

South Australia
STATE OF South Australia)
County of Adelaide) ss.

On this day personally appeared before me, the undersigned Notary Public, GREGORY P. FRANCIS, known to me to be the President of AUSTRALIAN-U.S. TRADING CORPORATION, LTD. (AUSTCOR, LTD), an Hawaiian Registered Corporation, the corporation that executed the within Certificate of Limited Partnership, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of June, 1988.

Gregory S.N. Robson

Notary Public
Residing at: _____
Comm. Exp.: _____
A Commissioner for taking affidavits
in the Supreme Court of South Australia

STATE OF IDAHO)
County of Bonner) ss.

On this day personally appeared before me, the undersigned Notary Public, JOHN WILLIAM MURRAY and SHARON LEE MURRAY, husband and wife, known to me to be the persons whose signatures are subscribed to the within Certificate of Limited Partnership, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5 day of July, 1988.

John William Murray
Notary Public
Residing at: Gregory S.N. Robson
Comm. Exp.: 6/6/88