

HWS LIMITED PARTNERSHIP  
LIMITED PARTNERSHIP CERTIFICATE

THIS LIMITED PARTNERSHIP CERTIFICATE, with respect to HWS LIMITED PARTNERSHIP, an Idaho Limited Partnership, is executed in accordance with the requirements of Section 53-208, Idaho Code.

1. Name. The name under which the Partnership is and shall be conducted is:

**"HWS LIMITED PARTNERSHIP"**

2. Character of Business. The general character of the business which may be transacted by the Partnership is to engage in the ownership, development, leasing, management and sale of real property and improvements described as follows:

**Lots 3 and 4 of 5-Mile Professional Park Subdivision according to the official plat thereof filed in Book 51 of Plats at Page 4240, records of Ada County, Idaho.**

3. Registered Agent. The name and address of the registered agent for service of process required to be maintained by Section 53-204, Idaho Code, is:

**Gary R. Hawkins  
10346 Overland Road  
Boise, Idaho 83709**

4. Name and Addresses of Partners. The name and business address of each of the Partners is:

<u>Name</u>	<u>Business Address</u>	<u>Partnership Status</u>
5-Mile Professional Park Partnership	10346 Overland Road Boise, ID 83709	General
Don R. Besse and S. Ann Besse, husband and wife	3308 Catalina Lane Boise, Idaho 83705	Limited

5. Contributions to Capital. The amount of cash to be contributed by each Partner to the Partnership is:

<u>Partner</u>	<u>Partnership Status</u>	<u>Total Contribution</u>
5-Mile Professional Park Partnership	General	\$ <u>60,000.00</u>
Don R. Besse and S. Ann Besse, husband and wife	Limited	\$ <u>100.00</u>

6. Transfer of Limited Partnership Interest. A Limited Partner shall have the power to assign all or any portion of his Limited Partnership interest upon the following terms and conditions:

(a) The General Partners shall have previously consented to such transfer in writing (which consent shall not be unreasonably withheld) except that the General Partners agree to consent to the following transfers provided that all of the terms and conditions hereafter stated are satisfied:

(i) Transfer to another Partner of the Partnership;

(ii) A gift to a parent, spouse, lineal descendant, brother or sister of the Limited Partner, or in trust for any such person or for himself;

(iii) Succession or testamentary disposition upon the death of the Limited Partner;

(iv) Transfer to a spouse or former spouse pursuant to an agreement or decree for division of community property upon marital dissolution or legal separation;

(b) The Partnership has obtained an opinion of its legal counsel, or other evidence satisfactory to it, that such transfer would not:

(I) Result in a violation of the Securities Act of 1933;

(II) Require the Partnership to register as an Investment company under the Investment Company Act of 1940;

(III) Require the Partnership or a General Partner to register as an investment advisor under the Investment Advisors Act of 1940;

(IV) Result in a termination of the Partnership for federal or Idaho income tax purposes; or

(V) Result in a violation of any law, rule or regulation by the Limited Partner, the Partnership, a General Partner.

(c) Prior to making any sale, assignment or transfer of a Limited Partnership interest, or any part thereof (other than those specifically enumerated in clauses (i) through (vi) of subsection (a), above, the Limited Partner shall first give written notice to the General Partner describing the proposed transferee and the terms and conditions of the transaction.

(d) A transferee of a Limited Partnership interest, or any portion thereof, shall become a substituted Limited Partner entitled to all of the rights of a Limited Partner when:

(i) The written consent of the General Partner is obtained, if required, and an Amended Limited Partnership Certificate is recorded; and

(ii) The transferee pays to the Partnership all costs and expenses incurred in connection with such substitution, including, without limitation, costs incurred to obtain the legal opinion referred to in subsection (b), above, and the costs incurred in amending the Partnership's then current Limited Partnership Certificate.

7. Termination of Interest. No Partner has the right to elect nor is there any agreement upon any events which will entitle a Partner to terminate his membership in the Limited Partnership.

8. Receipt of Distributions. No Partner shall have any right to demand a distribution of property, including cash, from the Partnership, except a distribution made to all partners pursuant to the terms of the Limited Partnership Agreement.

9. Return of Capital Contribution. The General Partner has the right to make distributions to the Partners, including a return of all or any part of the Partners' capital contributions, provided that said distributions are made to and among the Partners in accordance with their respective pro-rata shares of profits and losses as set forth in the Limited Partnership Agreement.

10. Termination of Partnership. The Partnership shall be terminated and dissolved and its affairs wound up:

(a) On a date when all property and assets of the Partnership have been sold and conveyed and all consideration received therefor has been distributed to the Partners;

(b) Upon the death, retirement or withdrawal of the remaining general partners of the General Partner, or upon the filing by the remaining General Partner of a voluntary petition in bankruptcy, or upon an adjudication of the General Partner as bankrupt or insolvent, unless the Limited Partner elects, within ninety (90) days from the date of said occurrence, to continue the Partnership and designate a substitute general partner as General Partner; or

(c) Upon the written agreement signed by all Partners to dissolve the Partnership.

11. Continuation of Partnership by Remaining General Partners. In the event there is more than one (1) General Partner, the remaining General Partner(s) shall have the right to continue the business of the Partnership if one (1) of the General Partners withdraws from the Partnership.

EXECUTED this 31<sup>st</sup> day of March, 1984.

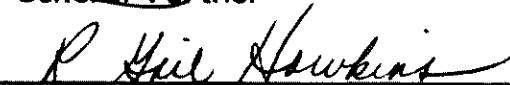
GENERAL PARTNER:

5-MILE PROFESSIONAL PARK  
PARTNERSHIP

By

  
Gary R. Hawkins  
General Partner

By

  
R. Gail Hawkins  
General Partner

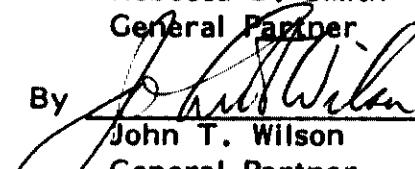
By

  
Steven C. Smith  
General Partner

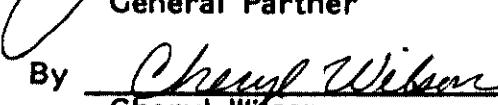
By

  
Rebecca B. Smith  
General Partner

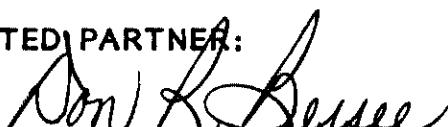
By

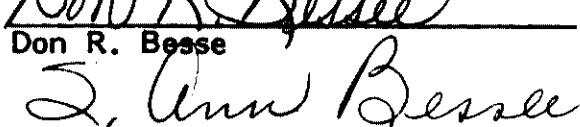
  
John T. Wilson  
General Partner

By

  
Cheryl Wilson  
General Partner

LIMITED PARTNER:

  
Don R. Besse

  
S. Ann Besse

STATE OF IDAHO      )  
                        ) ss.  
County of Ada      )

On this 31<sup>st</sup> day of March, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY R. HAWKINS and R. CAIL HAWKINS, husband and wife, known to me to be general partners of 5-MILE PROFESSIONAL PARK PARTNERSHIP, an Idaho General Partnership, and the partners who subscribed said partnership name to the foregoing Limited Partnership Certificate for HWS Limited Partnership, an Idaho Limited Partnership, as General Partner, and acknowledged to me that the same was executed in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Veldeen Zorkelson  
Notary Public for Idaho  
Residing at Boise, Idaho  
*Meridian*

STATE OF IDAHO      )  
                        ) ss.  
County of Ada      )

On this 31<sup>st</sup> day of March, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN C. SMITH and REBECCA B. SMITH, husband and wife, known to me to be general partners of 5-MILE PROFESSIONAL PARK PARTNERSHIP, an Idaho General Partnership, and the partners who subscribed said partnership name to the foregoing Limited Partnership Certificate for HWS Limited Partnership, an Idaho Limited Partnership, as General Partner, and acknowledged to me that the same was executed in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Veldeen Zorkelson  
Notary Public for Idaho  
Residing at Boise, Idaho  
*Meridian*

STATE OF IDAHO      )  
                          ) ss.  
County of Ada        )

On this 31st day of March, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN T. WILSON and CHERYL WILSON, husband and wife, known to me to be general partners of 5-MILE PROFESSIONAL PARK PARTNERSHIP, an Idaho General Partnership, and the partners who subscribed said partnership name to the foregoing Limited Partnership Certificate for HWS Limited Partnership, an Idaho Limited Partnership, as General Partner, and acknowledged to me that the same was executed in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Cheryle Wilson  
Notary Public for Idaho  
Residing at Boise, Idaho  
Mendan

STATE OF IDAHO      )  
                          ) ss.  
County of Ada        )

On this 31st day of March, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared DON R. BESSE and S. ANN BESSE, husband and wife, known to me to be the persons whose names are subscribed to the foregoing Limited Partnership Certificate for HWS Limited Partnership, an Idaho Limited Partnership, as Limited Partner, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Cheryle Wilson  
Notary Public for Idaho  
Residing at Mendan