

CERTIFICATE OF LIMITED PARTNERSHIP

OF
SEVEN FIFTEEN,
A LIMITED PARTNERSHIP

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SEC. OF STATE
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We, the undersigned desire to form a Limited Partnership pursuant to the Uniform Limited Partnership Act contained in the Idaho Code of the State of Idaho, and do therefore certify:

1. The name of the Partnership is SEVEN FIFTEEN, a limited partnership.
2. The location of the principal place of business is 1800 Hayden View Drive, Coeur d'Alene, Idaho 83814.
3. The principal purpose of this Limited Partnership is to invest in real property and to operate the same for the production of income and hold the same for investment with the primary objectives of distributing among the partners (to the extent allowed by sound business judgment) tax sheltered cash flow and providing capital growth, and to otherwise hold and lease or sell real or personal property of any kind.

4. (a) The name and place of business of the general partner is:
THE INITIAL REGISTERED AGENT IS Marshall Mend at the address below.

Marshall Mend
1800 Hayden View Drive
Coeur d'Alene, Idaho 83814

- (b) The names and places of residence of the Limited Partners are:

N A M E:

A D D R E S S:

HELEN V. REDMOND

1789 West Appleway, Number 30
Coeur d'Alene, Idaho 83814

PATRICK A. & DIANNA R. FOLEY,
husband and wife,

5723 Parknor Road,
Calabasas, California 91302

JON E. & CAROL ~~CHADLA~~ BENNER,
husband and wife,

3675 Pineridge Drive
Coeur d'Alene, Idaho 83814

MARSHALL E. & DOLLY L. MEND,
husband and wife,

1800 Hayden View Drive
Coeur d'Alene, Idaho 83814

CHESTER J. & LILLIAN KAUFMAN,
husband and wife,

Route 5, Box 812,
Coeur d'Alene, Idaho 83814

5. The term of the Partnership shall be thirty (30) years from the date of this Certificate, or until the Partnership is terminated in accordance with the provisions of the Limited Partnership Agreement.

6. The amount of cash contributed or to be contributed by each Limited Partner is: THE CONTRIBUTION OF THE GENERAL PARTNER IS \$3,000.00 OR 20% share of profits.

<u>N A M E</u>	<u>CASH CONTRIBUTION</u>	<u>SHARE OF PROFITS</u>
HELEN V. REDMOND	\$3,000.00	20%
PATRICK A. & DIANA R. FOLEY	\$3,000.00	20%
JON E. & CAROL CAROLA BENNER	\$3,000.00	20%
MARSHALL E. & DOLLY L. MEND		0%
CHESTER J. & LILLIAN KAUFMAN	\$3,000.00	20%

7. Partnership profits, tax losses, and assets will be distributed pro rata according to the partner's investment; Limited Partners have no priorities over one another.

8. A Limited Partner may substitute an assignee as contributor in his place on the following terms and conditions: He must give the other partners thirty (30) days notice of his intention to sell his interest. If they do not exercise their right to purchase his interest within that period, a Limited Partner may sell his interest to the extent of the acceptance of income and tax losses. The assignee becomes a fully substituted Limited Partner with voting rights only on approval of the General Partner.

9. The partners may admit additional Limited Partners only through purchase or assignment from an existing Limited Partner and subsequent approval of the General Partner.

10. The Limited Partners may continue the Partnership after its dissolution by the death, bankruptcy, or dissolution of the General Partner.

IN WITNESS WHEREOF, the undersigned have executed this Certificate, effective October 3, 1980.

MARSHALL MEND

LIMITED PARTNERS:

Helen V. Redmond

by Marshall E. Mend Atty in fact BY: Marshall E. Mend

HELEN V. REDMOND

Patrick Foley by

Marshall E. Mend Atty in fact

PATRICK A. FOLEY

Dianna R. Foley by

Marshall E. Mend Atty in fact

DIANNA R. FOLEY

Jon E. Benner by

Marshall E. Mend Atty in fact

JON E. BENNER

Carol A. Benner by

Marshall E. Mend Atty in fact

CAROL A BENNER

Marshall E. Mend

MARSHALL E. MEND

Dolly L. Mend by

Marshall E. Mend Atty in fact

DOLLY L. MEND

Chester J. Kaufman by

Marshall E. Mend Atty in fact

CHESTER J. KAUFMAN

Lillian Kaufman by

Marshall E. Mend Atty in fact

LILLIAN KAUFMAN