

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

DREXELL R. DAVIS
Secretary



FRANKFORT,
KENTUCKY

145410

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FOREIGN LIMITED PARTNERSHIP APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of Kentucky Revised Statutes Chapter 362, the _____
LEITCHFIELD ASSOCIATES

a foreign limited partnership organized under the laws of the state of _____ Washington _____,
the home office address of which is _____ c/o Forest Investment Corporation
314 108th Avenue Suite 600 _____,
Bellevue, Washington 98004

hereby applies for a Certificate of Authority to transact business in the Commonwealth of Kentucky and submits the following therefor:

(1) A certified copy of its articles of partnership and all existing amendments thereto; and

(2) (a) Designates as its process agent _____ C T Corporation System _____
whose address is _____ c/o Kentucky Home Life Building, Louisville, Kentucky 40202 _____

(b) Designates the same address for its registered office.

Dated _____ August 16, 1979 _____

ORIGINAL COPY
FILED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

AUG 30 1979

Drexell R. Davis
SECRETARY OF STATE
slp

Signed _____

MICHAEL A. MCKEAN
GENERAL PARTNER

INSTRUCTIONS

1. \$35.00 filing fee must accompany the application. Make check payable to Kentucky State Treasurer.
2. Mail filing fee and application with articles of partnership to Secretary of State, Capitol Building, Frankfort, Kentucky 40601.
3. Articles of partnership must be certified by office where articles are filed for record.

CERTIFICATE OF LIMITED PARTNERSHIP

FILED

**CERTIFIED
COPY**

Leitchfield Associates
A Limited Partnership

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SPRING COUNTY

WE, THE UNDERSIGNED, being desirous of forming a limited partnership, named Leitchfield Associates, do hereby swear and certify as follows, pursuant to Article 2 of the Uniform Limited Partnership Act of the State of Washington:

I. Name of Partnership

The name of the Partnership is Leitchfield Associates, A Limited Partnership.

II. Character of Business

The business of the Partnership shall be to acquire real property and to hold such property and to operate, manage, sell and lease and otherwise deal with and dispose of a housing project known as: Midway Manor Apartments located in Leitchfield, Kentucky financed under either or a combination of 1) The Farmer Home Administration (FmHA) of the United States Department of Agriculture, or 2) The Department of Housing and Urban Development (HUD) of the U. S. Department of Health, Education and Welfare, or 3) local housing authorities established either by states or local governments, and to do all other acts which may be necessary, incidental, or convenient to the foregoing.

III. Location of the Principal Place of Business

The principal place of business of the Partnership shall be at 314-108th Avenue NE, Suite 600, Bellevue, Washington, 98004, or such other location as may be determined by the General Partners upon notice to the Limited Partners.

IV. Name and Residences of Partners

The name and place of residence of each Partner are as follows:

General Partner:

FOREST INVESTMENT CORPORATION
314-108th Avenue NE, Suite 600
Bellevue, Washington 98004

MICHAEL A. MCKEAN
4011-10th Avenue NW
Gig Harbor, Washington 98335

Limited Partner:

MICHAEL A. MCKEAN
4011-10th Avenue NW
Gig Harbor, Washington 98335

V. Partnership Term

The term of the Partnership shall commence on the date hereof and shall continue for sixty (60) years unless sooner terminated by one of the following events: (a) the bankruptcy, resignation, insanity, dissolution, death, incapacity or removal from the Partnership of a sole General Partner (b) the sale of project; (c) the written consent of all Partners.

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VI. (a) The Limited Partners shall contribute \$10.00 to the capital of the Partnership. (b) The Liability of the Limited Partners shall be limited to the amount of capital contribution required to be made under the Article VI, and the Limited Partner shall not have any further personal liability to contribute money to, or in respect to the liabilities or the obligations of, the Partnership, or shall be personally liable for any obligation of the Partnership.

VII. Additional Contributions by Limited Partners

There are no contributions agreed to be made by the Limited Partners other than that required by Article VI hereof.

VIII. Return of Limited Partner's Contribution

After payment of or provisions for all liabilities of the Partnership, the contribution of the Limited Partners shall be returned upon dissolution of the Partnership.

IX. Limited Partner's Share of the Partnership Profits

One percent (1%) of the profits and losses, one percent (1%) of the cash flow and one percent (1%) of residual interest of the Partnership shall be allocated to the Limited Partners.

X. The Right of the Limited Partner to Substitute an Assignee in its Place

The right of a Limited Partner to substitute an assignee in his place and the terms and conditions of such substitution, are as follows: (a) A Limited Partner may not assign his interest in the Partnership without the consent of the General Partners. An assignee shall not become a substituted Limited Partner without the consent of the General Partners. (b) No sale, transfer, exchange or other disposition of an interest in the Partnership may be made except in compliance with the then applicable rules and regulations of any applicable governmental authority. (c) The admission of an assignee as a substituted Limited Partner shall be conditioned upon the assignee's written acceptance and adoption of the Certificate and Agreement of Limited Partnership governing the Partnership and his agreement to be bound by the note mortgage, loan agreement and any applicable governmental authority may require.

XI. The Right of the Partners to Admit Additional Limited Partners

The Partners have the right to admit additional Limited Partners subject to applicable governmental regulations.

XII. The Right of Any of the Limited Partners as to Priority Over the Other Limited Partners

No right is given to any Limited Partner to priority over any other Limited Partner as to contribution or to compensation by way of income from the assets or business of the Partnership.

XIII. The Right of the Remaining General Partner or Partners to Continue the Partnership on the Death, Retirement, or Insanity of a General Partner

In the event of the death, dissolution, insanity, incapacity, resignation removal, assignment for the benefit of creditors, filing of a petition for the reorganization, or adjudication of bankruptcy, of any General Partner, the right of the remaining General Partner to continue the Partnership shall be controlled by the rules and regulations of any applicable governmental authority.

FOREST INVESTMENT CORPORATION

314 108th Ave. N.E., Bellevue, WA 98004 (206) 454-8433

SECRETARY OF STATE
RECEIVED

AUG 30 1979

August 27, 1979

COMMONWEALTH OF KENTUCKY

Kentucky State Treasurer
Secretary of State
Capitol Building
Frankfort, Kentucky 40601

Re: Leitchfield Associates
A Limited Partnership

Dear Sir:

Enclosed is our certified copy of Leitchfield Associates which has been filed in our local county, our Application for Certificate of Authority and our check in the amount of \$35.00 for filing.

Please file all of these documents and return to our office a copy of our certified copy with your filing information affixed.

If you have any questions at all about this request, please let me know by calling me collect at the above number.

Thank you for your assistance.

Very truly yours,

FOREST INVESTMENT CORPORATION

Linda L. Clanin

Linda L. Clanin
Legal Department

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Enclosures