

**CERTIFICATE OF LIMITED PARTNERSHIP UNDER UNIFORM  
LIMITED PARTNERSHIP ACT**

RECEIVED  
SEC. OF STATE

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The undersigned, desiring to form a limited partnership under Title 53 Chapter 2, Idaho Code as amended, called the "The Uniform Limited Partnership Act" hereby make and sign the following certificate for that purpose:

1. The name under which this partnership shall be conducted is **TIMBER LION LIMITED PARTNERSHIP**.
2. The purpose of this partnership shall be the manufacturing and sale of the **TIMBER LION CHAIN SAW SHARPENER**.
3. **James E. Jorde, 217 East Center, Basalt, Idaho 83218**, will be the registered agent as required in Section 53-204, Idaho Code.
4. The location of this partnership's principal place of business is **582 East 16th Street, Idaho Falls, Idaho 83401**.
5. The names and places of residence of the General Partners are:

**James E. Jorde, 217 East Center, Basalt, Idaho 83218**  
**Ronald E. Ohlin, 582 East 16th Street, Idaho Falls, Idaho 83401**

6. The names and places of residence of the Limited Partners have been supplied to the Secretary of State pursuant to Sections 53-209 and 53-217 of the Idaho Code as amended. These Limited Partners are:

**James E. Jorde, 217 East Center, Basalt, Idaho 83218**  
**Ronald E. Ohlin, 582 East 16th Street, Idaho Falls, Idaho 83401**

**Risk Statement**

7. Limited Partners are advised that participation involves a risk which could result in loss of contributed capital. Tax considerations and forecasted return on Limited Partners' equity are based on an individual tax rate at 50% (50% tax bracket).

No statement in the Partnership Agreement should be used for tax planning purposes. Limited Partners should seek professional tax advice to predict the tax effects of their participation.

8. Agreed value of property and labor or services contributed by the individual General Partners is:

James E. Jorde

The design, drawings, utility features, research, patent development and applications, and marketing experience and strategy of the state of the art chain saw sharpener, and legal and other fee associated with its development .....\$40,000.00

Ronald E. Ohlin

Businesss plan development, business consulting, business strategy, marketing research, pricing policy formulation, risk and sensitivity analysis and financial formulation .....\$40,000.00

9. This partnership shall continue for a period of seven years, and may be extended as agreed by a unanimous vote of all partners.
10. Each of the Limited Partners may make such withdrawals from his capital account as may be agreed upon by the General Partners.
11. Partners may from time to time make additional contributions to the capital of the partnership as agreed upon by the General Partners.
12. The right of a limited partner to grant membership to an Assignee of his or her partnership interest in full or in part is subject to the following conditions:
- a) Right of first refusal is offered to the General Partners
  - b) If refused then to the remaining Limited Partners
  - c) Heirs or assignee
13. In the event of retirement, death or insanity of a general partner, the remaining General Partner shall have the right to continue the business of the partnership under the same name by themselves or to select another partner.

James E. Jorde 8/15/85  
JAMES E. JORDE date  
Ronald E. Ohlin 8/15/85  
RONALD E. OHLIN date

ACKNOWLEDGEMENT

State of Idaho )  
County of Bonneville ) ss

On this 15 day of Aug, 1985, before me, \_\_\_\_\_,  
a Notary Public in and for said County and State, personally appeared JAMES  
E. JORDE and RONALD E. OHLIN, known to me to the persons whose names  
subscribe to the foregoing instrument, and acknowledged to me that they  
executed the same.

WITNESS my hand and official seal the day and year in this Certificate  
first above written.

My Commission expires Sept 15 1986  
Notary Public