

CERTIFICATE OF LIMITED PARTNERSHIP

TEACH-A-TOT SCHOOL LIMITED PARTNERSHIP

NOV 26 11 04 AM '85

1. PARTNERSHIP NAME. the name of this limited partnership shall be identified as TEACH-A-TOT SCHOOL, LIMITED PARTNERSHIP

2. GENERAL CHARACTER OF PARTNERSHIP BUSINESS. TEACH-A-TOT SCHOOL is designed to add professionalism to Boise's daycare industry. It's programs will focus on offering an educational service to the average child. These services at present are difficult to find for a reasonable cost. Care for low to average children has basically only been available as custodial care.

TEACH-A-TOT SCHOOL will be a new, innovative, childcare facility, featuring quality care for an average cost. The emphasis will be placed on maintaining small groups for security, with opportunity to be stimulated to explore, socialize, develop, and be taught. This will be accomplished by rotating the various groups through the areas of the center. A structured preschool program will be offered to all children at their own level, from toddler up, with music, games, fingerplays, stories, readiness skills, physical education, arts-n-crafts, creative play and enrichment lessons.

TEACH-A-TOT SCHOOL will be a complete childcare service for all ages, however, with a limited infant and toddler enrollment. Nutritional, hot meals, will be provided.

3. NAME AND ADDRESS OF REGISTERED AGENT. The registered agents shall be Brent E. Field or Pamela L. Field, husband and wife, residing at 8930 Cornwall Drive, Boise, Idaho 83704.

4. NAME AND ADDRESS OF EACH PARTNER IS AS FOLLOWS:

A. General Partners, agents and management team are:  
Brent E. and Pamela L. Field doing business as  
Teach-A-Tot School to be constructed on a now  
vacant lot located at 3457 N. Maple Grove Road,  
Boise, Idaho 83704.

B. Limited Partners (not agents or management) are as follows:  
Keith S. and Bruce P. and Dean M. Borup doing  
business as Borup Construction, 10953 W. Emerald,  
Boise, Idaho 83704.

5. CONTRIBUTION OF EACH PARTNER.

A. General Partners, Brent E. and Pamela L. Field shall together contribute \$14000.00 cash and \$1000.00 value in equipment and teaching materials, arrange financing for the purchase of land and construction of the child care facility, and shall provide for the administration and directing and the teaching and general management of the business.

B. Limited Partners doing business as Borup Construction shall provide their general management and construction

services valued at the fixed and fair market value of \$15000.00, for the purpose of construction of the building, parking lot, site work, utility connections, landscaping and fencing necessary for the start-up of the business herein described.

6. ADDITIONAL CONTRIBUTIONS TO PARTNERSHIP. Any additional capital contributions to sustain the successful start-up of this business venture may be made by the general partners or limited partners upon the mutual agreement of the general partners or the joint agreement of all partners, depending on the nature of the characteristics of the additional investment.
7. ASSIGNMENT OF PARTNERSHIP INTEREST.
  - A. General Partnership interest at 75% may be sold or assigned as expressly provided in the Limited Partnership Agreement dated September 25, 1985, ~~and made a part of this certificate as noted in statement number 13, described below.~~ *84*
  - B. Limited Partnership interest at 25% may be sold or assigned as expressly provided for in the Limited Partnership Agreement dated September 25, 1985, ~~and made a part of this certificate herein.~~ *14*
8. WITHDRAWAL OF PARTNERS. Express provisions have been identified to retire the equity position of Borup Construction (it's general partners being the limited partners of Teach-ATot School) through normal profit distribution or special payments as agreed to in the Limited Partnership Agreement, ~~attached to and made a part of this certificate.~~ *84*
9. RIGHTS OF PROFIT SHARING. All rights of profit sharing are expressly identified in the Limited Partnership Agreement dated September 25, 1985, ~~which is attached hereto and made a part of this certificate of limited partnership.~~ *84*
10. RIGHTS OF TEACH-A-TOT SCHOOL TO RETURN CONTRIBUTIONS OF LIMITED PARTNERS. Rights to return contributed equity of Borup Construction has been identified to occur through normal profit sharing as identified in the Limited Partnership Agreement, ~~attached.~~ *84*
11. WINDING UP LIMITED PARTNERSHIP. The partnership is to be dissolved upon the pay back to Borup Construction the value of their equity plus a minimum to maximum range of interest, with the excess payment or profit distribution being used to retire the equity position. Additional payments may be optionally applied to speed the retirement process. Specific details are covered in the limited partnership agreement, ~~attached.~~ *84*

12. RIGHTS OF GENERAL PARTNERS TO CONTINUE PARTNERSHIP. Upon dissolution of the limited partnership through completion of the specific agreement provisions Teach-A-Tot School shall continue its operations and will be reorganized as a new partnership or a corporation operating under the assumed name of Teach-A-Tot School.

13. LIMITED PARTNERSHIP AGREEMENT. The limited partnership agreement between Brent E. and Pamela L. Field dba Teach-A-Tot School and Keith S. Borup, General Partner and agent for Borup Construction specifies many details of the agreements of Teach-A-Tot School, limited partnership, and has been executed by the authorized representatives of this new partnership described herein. ~~This agreement is therefore made a part of this Certificate of Limited Partnership as witnessed by all partners of Teach-A-Tot School by their signatures herein set.~~ *OK*

14. SIGNATURES. The general partners and limited partners of Teach-A-Tot School agree to the provisions of this Certificate of Limited Partnership and thus witness by signing below in this the State of Idaho, the County of Ada, on this 23 day of November, in the year of 1985.

Brent E. Field

Brent E. Field  
General Partner

Pamela L. Field

Pamela L. Field  
General Partner

Keith S. Borup

Keith S. Borup  
Limited Partner

Bruce P. Borup

Bruce P. Borup  
Limited Partner

Dean M. Borup

Dean M. Borup  
Limited Partner