

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

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STATE OF IDAHO )  
COUNTY OF OWYHEE )  
SECRETARY OF STATE

SECRETARY OF  
STATE

WE, THE UNDERSIGNED, being desirous of forming a Limited Partnership, pursuant to the laws of the State of Idaho, do certify and swear as follows:

1. The name of the Partnership (the "Partnership") is WESTERN VENTURES LIMITED PARTNERSHIP.

2. The character of the Partnership's business shall be to acquire property as described in that certain Earnest Money Agreement dated May 18, 1983, between Charles D. and Susan McGinnis as "Buyer" and Keith E. Russell and Kent C. Russell as "Seller", said property being located in Bruneau, Idaho (the "Partnership Property"), and to own, hold, manage, maintain, develop and operate such property, and to conduct such other activities as may be necessary or appropriate to promote the business of the Partnership, including the sale of limited partnership interests and including borrowing or investing funds or creating liens, security interests or other encumbrances on any or all of its assets.

3. The principal place of business <sup>and registered agent</sup> of the Partnership shall be c/o Charles D. McGinnis, 4435 Black Cat Road, Meridian,  
Idaho 83642.

4. The name and place of residence of each General Partner is as follows:

<u>Name</u>	<u>Address</u>
Charles D. McGinnis	<u>4435 Black Cat Road</u> <u>Meridian, Idaho 83642</u>
Susan McGinnis	<u>4435 Black Cat Road</u> <u>Meridian, Idaho 83642</u>
Donald M. Collier	505 Park Avenue North Winter Park, Florida 32789

The name and place of residence of the Original Limited Partner is as follows:

<u>Name</u>	<u>Address</u>
Donald M. Collier	505 Park Avenue North Winter Park, Florida 32789

The Original Limited Partner and any subsequent Limited Partners which may be admitted to the Partnership are sometimes hereinafter collectively referred to as the "Limited Partners".

5. The term for which the Partnership is to exist shall be from the date this Certificate and Agreement is properly filed with both the County of Owyhee and the State of Idaho until it is dissolved as provided in this Certificate and Agreement of Limited Partnership. The death, withdrawal, bankruptcy or adjudicated incompetency of one or more Limited Partners shall not terminate the Partnership. The death, withdrawal, bankruptcy or adjudicated incompetency of any General Partner shall terminate the Partnership. The Partnership shall be dissolved and terminated upon the decision of all General Partners (in writing) to do so.

6. The amount of cash to be contributed by the Original

Limited Partner is as follows: Donald M. Collier, cash in the sum of \$100. Charles D. and Susan McGinnis, \$100.00 cash.

7. No property other than cash is to be contributed by the Limited Partners.

8. The contribution of each Limited Partner is to be returned upon the termination or dissolution of the Partnership.

9. The share of the profits or other compensation by way of income which the Limited Partners shall receive by reason of their contributions is as set forth in Paragraph 13 below.

10. The Original Limited Partner shall have the right to substitute one or more assignees as contributors in his place, each of whom shall then become a Limited Partner, after six (6) months from the date this Certificate is executed by all parties. No right is given to any Limited Partner (except the Original Limited Partner) to assign or encumber either in whole or in part his interest in the Partnership.

11. The General Partners may, in their discretion, admit additional Limited Partners, and must admit any assignees or contributors of the Original Limited Partner.

12. There is no right of priority as to contributions or as to compensation by way of income among the Limited Partners.

13. The share of profits and losses among the General Partners and Limited Partners is as set forth at Exhibit "A" attached hereto and incorporated by reference herein. However, notwithstanding the percentage interest as set forth at Exhibit

"A", if the property acquired by the Partnership is sold within six (6) months from the date this Certificate is executed by all parties, the distribution of any profits therefrom shall be as follows: first, the expenses of the Partnership shall be paid; secondly, the contributions of the Original Limited Partner shall be returned; and thirdly, the profit from said sale shall be distributed fifty percent (50%) to Donald M. Collier and fifty percent (50%) between Charles D. McGinnis and Susan McGinnis as those parties so elect. During this initial six month period, the losses of the Partnership shall be allocated as set forth on Exhibit "A". After six (6) months from the date this Certificate is executed by all parties, the participation in both the profits and losses of the Partnership shall be as set forth at Exhibit "A". The books of account for the Partnership shall be kept on a cash basis.

No General Partner, without the consent of the other General Partners given in writing, may do any of the following acts:

(a) Give any security or promise for the payment of any monies on account of the Partnership, unless in the ordinary course of the Partnership business;

(b) Enter into bond or become bail, endorser or surety for any person, firm or corporation;

(c) Assign, mortgage, charge or convey the Partnership Property or his share in the assets or profits or funds, or any part thereof;

(d) Draw, accept or endorse any promissory note on account of the Partnership;

(e) Purchase, order or contract for any goods or property exceeding the value of \$1,000 on behalf of the Partnership;

(f) Cause or suffer, knowingly, to be done anything whereby the Partnership Property may be attached or taken in execution.

Notwithstanding any other provision of this Certificate and Agreement to the contrary, nothing herein shall be deemed to prevent Charles D. McGinnis and Susan McGinnis, as General Partners, from doing any and all things necessary in connection with the consummation of the transaction contemplated by that certain Earnest Money Agreement dated May 18, 1983, between Charles D. and Susan McGinnis as "Buyer" and Kent C. Russell and Keith E. Russell as "Seller", including the execution of closing statements, the necessary Real Estate Contract, and any and all other documents useful or necessary in connection with the consummation of the contemplated transaction to make the Partnership "Purchaser" under the Real Estate Contract for the Partnership Property.

14. If any General Partner shall, with the consent in writing of the other General Partners, advance any sum in money to the Partnership over and above any required contribution to capital, the sum shall be a debt due from the Partnership to such partner, and shall carry interest at the rate of the prime rate as promulgated by Chase Manhattan Bank.

15. A certified copy of this Certificate and Agreement shall

be recorded in the public records of Owyhee County, Idaho.

Signed and sworn this 29th day of September, 1983, by the undersigned for the purposes herein expressed.

Signed, sealed and delivered in the presence of:

WESTERN VENTURES LIMITED PARTNERSHIP, an Idaho limited partnership

By: Charles D. McGinnis  
Charles D. McGinnis,  
General Partner

By: Susan McGinnis  
Susan McGinnis,  
General Partner

Rosemary K. Linnegan  
Just

By: Donald M. Collier  
Donald M. Collier,  
General Partner and Original  
Limited Partner

STATE OF IDAHO )  
COUNTY OF Owyhee ) SS:

BEFORE ME, duly authorized to administer oaths in the County and State aforesaid, on the 29th day of ~~September~~, 1983, personally appeared CHARLES D. MCGINNIS, a General Partner of WESTERN VENTURES, LTD., and acknowledged to me that he signed and swore to the Certificate attached hereto for the purposes therein expressed.

Nicholas K. Shl.  
NOTARY PUBLIC

My Commission Expires: lifetime

STATE OF IDAHO           )  
                                  )SS:  
COUNTY OF Gurphur )

BEFORE ME, duly authorized to administer oaths in the County and State aforesaid, on the 24 day of ~~September~~, 1983, personally appeared SUSAN MCGINNIS, a General Partner of WESTERN VENTURES, LTD., and acknowledged to me that she signed and swore to the Certificate attached hereto for the purposes therein expressed.

Nicholas K. Shli.  
NOTARY PUBLIC

My Commission Expires: Lifetime

STATE OF FLORIDA       )  
                                  )SS:  
COUNTY OF ORANGE       )

BEFORE ME, duly authorized to administer oaths in the County and State aforesaid, on the 29<sup>th</sup> day of September, 1983, personally appeared DONALD M. COLLIER, a General Partner and Original Limited Partner of WESTERN VENTURES, LTD., and acknowledged to me that he signed and swore to the Certificate attached hereto for the purposes therein expressed.

James L. G.  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Oct. 20, 1984  
Bonded Thru Troy Fain - Insurance, Inc.

EXHIBIT "A"

GENERAL PARTNERS

Charles D. McGinnis	<u>6.25 %</u>
Susan McGinnis	<u>6.25 %</u>
Donald M. Collier	12.5%

LIMITED PARTNERS

(Initially Donald M. Collier as Original Limited Partner)	<u>75.0%</u>
TOTAL	100.0%