

**CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF**  
**SYMMS-OWYHEE LIMITED PARTNERSHIP**

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho and being all the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. Name.

The name of the limited partnership is, SYMMS-OWYHEE  
LIMITED PARTNERSHIP.

## 2. Business.

The character of the business of the partnership is as follows:

(a) To carry on the real estate business. (i) To acquire (by purchase, exchange, lease, hire or otherwise), hold, own subdivide, develop, improve, manage, operate, let as lessor or sublessor, sell, convey, mortgage and encumber, either alone or in conjunction with others, as partners, joint venturers or otherwise, real estate of every kind, character and description whatever, wherever located, and interests of all kinds therein, and (ii) to carry on the business of managing agent, broker, finder, consultant and all other functions in connection therewith.

(b) To deal in personal property. (i) To acquire by purchase, subscription, exchange, lease, hire and every other method, (ii) to hold, own, mortgage, pledge, hypothecate, exchange, vote, use, manage and place in voting trust, (iii) to sell, assign, and otherwise dispose of, and (iv) in every other manner to obtain, use, dispose of and deal in and with, either alone or in conjunction with others, as partners, joint venturers or otherwise, personal property of every kind, tangible or intangible, wherever situated, and interests of every kind therein.

(c) To act on own account for others. To accomplish any of the foregoing purposes for its own account or as a nominee, agent or trustee for other individuals, partnerships, corporations or other intitities.

3. The Name and Address of Registered Agent. The registered agent of the partnership is, Wm. F. Gigray, Jr., business address is, P. O. Box 640, Caldwell, Idaho 83605, business office is at 9th and Dearborn Streets, Caldwell, Idaho 83605; residence is at 919 East Ash, Caldwell, Idaho 83605.

4. Names, Addresses and Designations of Partners.

Darwin Symms, Route #4, Box 774, Caldwell, Idaho 83605  
As a general partner - 5%  
As a limited partner - 20%

1 Irene Symms, Route #4, Box 774, Caldwell, Idaho 83605  
2 As a general partner - 5%  
3 As a limited partner - 20%

4 R. Doyle Symms, Route #4, Box 776, Caldwell, Idaho 83605  
5 As a general partner - 5%  
6 As a limited partner - 20%

7 Myrtle Symms, Route #4, Box 776, Caldwell, Idaho 83605  
8 As a general partner - 5%  
9 As a limited partner - 20%

10 5. Contributions by Partners.

11 Real property located in Owyhee County, State of Idaho, and  
12 Malheur County, State of Oregon, of an agreed value by the partners of  
13 \$232,261.43.

14 6. Additional Contributions by Partners.

15 Limited partners are not required to make additional con-  
16 tribution to capital.

17 7. Transfer of Partnership Interest.

18 (a) A general or limited partner may assign his interest  
19 in the partnership to another person with the unanimous approval of  
20 all the partners.

21 (b) A general or limited partner may transfer or dispose  
22 of his interest by Will or intestacy to, or for the benefit of  
23 deceased partner's immediate family or transfer the same during his  
24 lifetime, by gift or inter vivos trust to or for the benefit of the  
25 partner's immediate family.

26 8. Right of Partners to Receive Distributions.

27 A partner shall not have the right to receive, nor shall a  
28 general partner have the right to make distribution to a partner of  
29 all or any of the partner's contribution to capital, except with the  
30 unanimous consent of all the partners or upon the dissolution of the  
31 partnership.

32 9. Priorities Among Limited Partners.

33 No limited partner has been given the right to priority  
34 over any other limited partner for any purpose whatsoever.

35 10. Dissolution and Termination.

36 The partnership shall terminate upon the retirement, death,  
37 insanity, bankruptcy or insolvency of a general partner except as  
38 hereinbefore set out in Paragraph 7(b).

39 11. Right to Receive Property Other Than Cash.

40 No limited partner is given the right to demand and receive  
41 property other than cash in return for his contribution, except that,  
42 upon dissolution of the partnership if the general partners deem it  
43 in the best interests of the partnership, they may distribute assets  
44 of the partnership to the partners in kind.

1  
2 IN WITNESS WHEREOF, This Certificate is signed and sworn to  
3 this 28th day of December, 1982.  
4

5 Darwin Symms  
6 Darwin Symms

7 Irene Symms  
8 Irene Symms

9 R. Doyle Symms  
10 R. Doyle Symms

11 Myrtle Symms  
12 Myrtle Symms

13 STATE OF IDAHO )  
14 )ss.  
15 County of Canyon )

16 DARWIN SYMMS, IRENE SYMMS, R. DOYLE SYMMS and MYRTLE SYMMS,  
17 each being first duly sworn, depose and say:

18 That we are the general and limited partners in the above  
19 entitled Certificate; that we have read the foregoing Certificate of  
20 Limited Partnership, know the contents thereof and believe the state-  
21 ments therein contained to be true and correct.

22 Darwin Symms  
23 Darwin Symms

24 Irene Symms  
25 Irene Symms

26 R. Doyle Symms  
27 R. Doyle Symms

28 Myrtle Symms  
29 Myrtle Symms

30 Subscribed and sworn to before me this 28th day of  
31 December, 1982.

32 W.W. T.W.  
33 Notary Public for Idaho  
34 Residing at Caldwell, Idaho