



Zane C. Hall                    1800 Sequoia Drive  
Idaho Falls, Idaho 83404

Maurine C. Hall                1800 Sequoia Drive  
Idaho Falls, Idaho 83404

5. The names and address of each Limited Partner is  
as follows:

Zane C. Hall                    1800 Sequoia Drive  
Idaho Falls, Idaho 83404

Maurine C. Hall                1800 Sequoia Drive  
Idaho Falls, Idaho 83404

Kim C. Hall                    1405 Foote Drive  
Idaho Falls, Idaho 83401

Blake G. Hall                  490 Memorial Drive  
Idaho Falls, Idaho 83402

Brad H. Hall                    1550 Jefferson Avenue  
Idaho Falls, Idaho 83401

Craig Zane Hall                1176 East 17th Street  
Idaho Falls, Idaho 83404

Scott Ryan Hall                490 Memorial Drive  
Idaho Falls, Idaho 83402

Jill Hall Searle                Route 1, Box 371  
Shelley, Idaho 83271

Jan Hall Killpack              631 Fashion Park #C  
Orange, California 92666

6. The initial term of the Limited Partnership is  
December 29, 1988 to December 31, 1999, and thereafter from  
year to year until terminated by formal dissolution and legal  
notice as provided by the laws of the State of Idaho.

7. The initial contribution consists of equity in  
real property described as:

Section 28, T2N, R38, EBM

Lot 1, less north 150' of East 150', Block 1, First Amended plat, Hall Park Addition, Division #1 to the City of Idaho Falls, County of Bonneville, State of Idaho, according to the recorded plat thereof.

owned by the general partners and known as Hall Park Shopping Center in Idaho Falls, Idaho. The limited partnership uses a unit method of accounting. The agreed value of the property transferred is \$2,000,000. The partnership shall have 2000 units of an initial stipulated value of \$1,000 per unit. The interest of the partners in the capital originally contributed by units and there originating sources is as follows:

Zane C. Hall	930 units	equity in real estate
Maurine C. Hall	930 units	equity in real estate
Kim C. Hall	20 units	gift of equity in real estate
Blake G. Hall	20 units	gift of equity in real estate
Brad H. Hall	20 units	gift of equity in real estate
Craig Zane Hall	20 units	gift of equity in real estate
Scott Ryan Hall	20 units	gift of equity in real estate
Jill Hall Searle	20 units	gift of equity in real estate
Jan Hall Killpack	20 units	gift of equity in real estate

8. Additional contributions are to be made as agreed upon by the partners pursuant to the partnership agreement.

9. A partner may terminate his membership in the limited partnership and receive such distributions to which he

may be entitled pursuant to the terms and conditions of the partnership agreement.

10. The investment by each Limited Partner is considered permanent for the term of said Limited Partnership, and may only be returned upon consent of the General Partner and provided that all current liabilities of the partnership have been paid.

11. The Limited Partners shall be entitled to share in the profits, losses or other compensation by way of income, after expense in proportion to their capital accounts.

12. A Limited Partner may substitute an assignee as a contributor in his place with the prior consent of the General Partner.

13. An additional Limited Partner may be admitted without amendment to this Certificate of Limited Partnership if by consent of the General Partner.

14. The Limited Partners are entitled to equal priority to income and return of contribution in the event of dissolution.

15. This partnership shall be dissolved upon the death, or insanity of the survivor of the two General Partners or upon written consent of all of the partners.

16. Upon the death, insanity, or withdrawal of one of the General Partners, the remaining General Partner shall be entitled to continue the business of the partnership.

17. The Limited Partners may receive property other than cash in return for his contribution upon the consent and in the discretion of the General Partners.

DATED this 29<sup>th</sup> day of December, 1988.

GENERAL PARTNERS

Jane C. Hall  
Jane C. Hall

Maurine C. Hall  
Maurine C. Hall

LIMITED PARTNERS

Jane C. Hall  
Jane C. Hall

Maurine C. Hall  
Maurine C. Hall

Kim C. Hall  
Kim C. Hall

Blake G. Hall  
Blake G. Hall

Brad H. Hall  
Brad H. Hall

Craig Lane Hall  
Craig Lane Hall

Scott Ryan Hall  
Scott Ryan Hall


Jill Hall Searle  
Jill Hall Searle

Jen Hall Killpack  
Jen Hall Killpack

STATE OF IDAHO                    )  
                                          )  
County of Bonneville            )

On this 29<sup>th</sup> day of December, 1988, before me the undersigned, a Notary Public in and for said State, personally appeared Zane C. Hall and Maurine C. Hall, husband and wife, as general partners, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.


  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Shoshone Falls, Idaho  
My Commission Expires: 10-21-91

(SEAL)

STATE OF IDAHO                    )  
                                          )  
County of Bonneville            )

On this 29<sup>th</sup> day of December, 1988, before me the undersigned, a Notary Public in and for said State, personally appeared Zane C. Hall, Maurine C. Hall, Kim C. Hall, Blake G. Hall, Brad H. Hall, Craig Zane Hall, Scott Ryan Hall, Jill Hall Searle, and Jan Hall Killpack, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

  
Notary Public for Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: 10-21-91

(SEAL)

A84.1/BGHD/slb