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CERTIFICATE OF LIMITED PARTNERSHIP

OF

ROBISON & KINCHELOE LAND COMPANY,  
A 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, ROBISON & KINCHELOE LAND COMPANY, A 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 entities.

1                   3. The Name and Address of Registered Agent. The  
2 registered agent of the partnership is Stanley S. Robison, whose  
3 business address is Route #10, Box 354, Caldwell, Idaho 83605,  
4 and whose residence is at Route #10, Box 354, Caldwell, Idaho  
5 83605.

6                   4. Names, addresses and Designations of Partners.

7 Stanley S. Robison, Route #10, Box 354, Caldwell, ID 83605  
8 As a general partner - 5%  
9 As a limited partner - 21.25%

10 Orphena Robison, Route #10, Box 354, Caldwell, ID 83605  
11 As a general partner - 5%  
12 As a limited partner - 21.25%

13 Richard L. Kincheloe, Route #4, Box 668, Caldwell, ID 83605  
14 As a limited partner - 23.75%

15 Stephanie R. Kincheloe, Route #4, Box 668, Caldwell, ID  
16 83605  
17 As a limited partner - 23.75%

18                   5. Contributions by Partners.

19 Real property located in Canyon County, State of Idaho,  
20 of an agreed value by the partners of \$84,200.00.

21                   6. Additional Contributions by Partners.

22 Limited partners are not required to make additional  
23 contribution to capital.

24                   7. Transfer of Partnership Interest.

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

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

1           8. Right of Partners to Receive Distributions.

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

5           9. Priorities Among Limited Partners.

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

8           10. Dissolution and Termination.

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

11           11. Right to Receive Property Other Than Cash.

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

15           IN WITNESS WHEREOF, This Certificate is signed and  
sworn to this 31st day of December, 1986.

16           Stanley S. Robison  
Stanley S. Robison

17           Orphena Robison  
Orphena Robison

18           Richard L. Kincheloe  
Richard L. Kincheloe

19           Stephanie R. Kincheloe  
Stephanie R. Kincheloe

GIGRAY, MILLER, DOWNEN, WESTON & PASLEY  
ATTORNEYS AT LAW  
9TH AND DEARBORN STS. - P.O. Box 640  
TREASURE 208-452-0001  
CALDWELL, IDAHO 83604-0040

1 STATE OF IDAHO )  
2 County of Canyon ) ss.

3 STANLEY S. ROBISON, ORPHENA ROBISON and RICHARD L.  
4 KINCHELOE and STEPHANIE R. KINCHELOE, each being first duly  
5 sworn, depose and say:

6 That we are the general and limited partners in the  
7 above entitled Certificate; that we have read the foregoing  
8 Certificate of Limited Partnership, know the contents thereof and  
9 believe the statements therein contained to be true and correct.

10 Stanley S. Robison  
11 Stanley S. Robison

12 Orphena Robison  
13 Orphena Robison

14 Richard L. Kincheloe  
15 Richard L. Kincheloe

16 Stephanie R. Kincheloe  
17 Stephanie R. Kincheloe

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Subscribed and sworn to before me this 31st day of  
December, 1986.

Wm. I. McManis, Jr.  
Notary Public for Idaho  
Residing at Caldwell, Idaho