

CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF IDAHO)
County of Twin Falls) : ss.

CHARLOTTE W. POWEL, WILLIAM S. POWEL, MARILYN KAY
POWEL, NANCY RUTH POWEL and GARY LYNN POWEL desire to form
a limited partnership under the laws of the State of Idaho,
and do hereby certify as follows:

I.

That the name of said partnership shall be "POWEL'S
PROPERTIES".

II.

That the business of said partnership shall be the
renting, leasing and management of real property owned in the
name of the partnership, and activities incidental or conven-
ient to the same.

III.

The location and principal place of business of the said limited partnership shall be at Route #3, Twin Falls, Idaho 83301.

IV.

That Charlotte W. Powel and William S. Powel of Route #3, Twin Falls, Idaho, shall be the general partners, and Marilyn Kay Powel, Nancy Ruth Powel and Gary Lynn Powel of Route #3, Twin Falls, Idaho, shall be the limited partners.

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That said limited partnership shall commence upon the execution of this instrument, and shall continue indefinitely thereafter until the partnership is terminated by the mutual agreement of each of the parties hereto, or as is otherwise provided by law.

VI. and VII.

That the entire contribution of the limited partners to the said partnership shall be the sum of One Hundred Dollars (\$100.00) each in cash, lawful money of the United States of America, which shall be contributed to the partnership upon the execution of this Agreement, after the payment of which said limited partners shall be under no further duty or obligation whatsoever to make any contribution to said partnership for any reason. It is also understood and agreed between the general and limited partners and so certified here, that the sum of One Hundred Dollars (\$100.00) to be contributed by each partner, including each limited partner, is to be contributed out of the sole and separate property of the partners, excepting that the general partners herein shall contribute the total sum of Two Hundred Dollars (\$200.00) of their community property, each consenting to the contribution of the other.

VIII.

The contribution of each limited partner above specified shall be returned to said limited partner upon the dissolution of said partnership and not before, such return to be made in cash and in no other form.

IX.

Each limited partner hereunder shall receive one-eleventh (1/11th) of the annual gross proceeds of the partnership by reason of the contributions above mentioned. The limited partners shall have no right to control or take part in any manner in the management or conduct of the partnership business. The amounts paid to the limited partnership shall

be the sole and separate property of the limited partners, and shall be hereafter held and shall remain the same for the sole and separate use of said partners.

X.

No limited partner shall have the right to substitute an assignee as contributor in his or her place.

XI.

No additional limited partner shall be admitted to this partnership.

XII.

No limited partner shall have priority over any other limited partner herein, either as to contributions or as to compensation by way of income.

XIII.

Upon the death, retirement or insanity of a general partner, the remaining general partner may, at his or her sole election, continue the business of the limited partnership.

XIV.

No limited partner shall have the right to demand and receive property other than cash in return for his or her contribution, except upon the written consent of each partner hereto, limited and general.

IN WITNESS WHEREOF, the partners hereto have hereunto set their hands and seals this 27th day of December, 1976.

/s/ Charlotte W. Powell
CHARLOTTE W. POWELL

/s/ William S. Powell
WILLIAM S. POWELL

s/ Marilyn Kay Powel
MARILYN KAY POWEL

/s/ Nancy Ruth Powel
NANCY RUTH POWEL

/s/ Gary Lynn Powel
GARY LYNN POWEL

STATE OF IDAHO)
: ss.
County of Twin Falls)

CHARLOTTE W. POWEL and WILLIAM S. POWEL, each being
duly sworn, depose and individually say:

That they, and each of them, are one of the general
partners whose names are subscribed to the within Certificate
of Limited Partnership; that they, and each of them, have read
over said Certificate, know the contents thereof, and know
that the facts as stated therein are true.

/s/ Charlotte W. Powel
CARLOTTE W. POWEL

/s/ William S. Powel
WILLIAM S. POWEL

SUBSCRIBED AND SWORN to before me this 27th day of
December, 1976.

/s/ Daniel A. Slavin
Notary Public for Idaho,
Residing at Twin Falls, Idaho.

STATE OF IDAHO)
: ss.
County of Twin Falls)

MARILYN KAY POWEL, NANCY RUTH POWEL, and GARY LYNN
POWEL, each being duly sworn, depose and individually say:

That they, and each of them, are one of the limited
partners whose names are subscribed to the within Certificate
of Limited Partnership; that they, and each of them, have read
over said Certificate, know the contents thereof, and know
that the facts as stated therein are true.

/s/ Marilyn Kay Powel
MARILYN KAY POWEL

/s/ Nancy Ruth Powel
NANCY RUTH POWEL

/s/ Gary Lynn Powel
GARY LYNN POWEL

SUBSCRIBED AND SWORN to before me this 27th day of
December, 1976.

/s/ Daniel A. Slavin
Notary Public for Idaho,
Residing at Twin Falls, Idaho.

STATE OF IDAHO
COUNTY OF TWIN FALLS } ss
I HEREBY CERTIFY THE FOREGOING TO BE
FULL, TRUE AND CORRECT COPY OF TH
ORIGINAL RECORDED IN BOOK 3 OF
MISCELLANEOUS AT PAGE 1482
EX-OFFICIO RECORDED
RICHARD A. PENCE
Janet Brauer
DEPUTY