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CLERK OF DISTRICT COURT  
STATE OF IDAHO

CERTIFICATE OF CANCELLATION AND  
PARTNERSHIP DISSOLUTION AGREEMENT

THIS CERTIFICATE AND AGREEMENT Is executed by the undersigned in accordance with the partnership laws of the State of Idaho and, in particular, Section 53-210 of the Idaho Code. The undersigned do hereby certify and agree as follows:

1. The name of the limited partnership is MORES CREEK RIM RANCHES LIMITED PARTNERSHIP.

2. The date of filing of its Certificate of Limited Partnership was August 27, 1982.

3. The reason for filing this certificate of cancellation is that the partners have agreed to dissolve More Creek Rim Ranches Limited Partnership.

4. The cancellation of said partnership's Certificate of Limited Partnership shall be effective upon the filing of this Certificate of Cancellation.

5. Mores Creek Rim Ranches Limited Partnership is hereby terminated and dissolved, as of the date of execution of this Certificate and Agreement; and the business of said partnership shall be wound up as soon as practicable. No further business shall be conducted by the partnership, except for the purpose of winding up said partnership.

6. In accordance with paragraph 8 of the partnership's Certificate of Limited Partnership, the assets of the partnership shall be distributed as follows:

- (a) The sum of \$250.00 shall be paid to each of the limited partners (\$500.00 total) in repayment of their original cash contributions;
- (b) Any distributions owing to the limited partners under paragraph 9 and paragraph 10(b) of the Limited Partnership Agreement for Mores Creek Rim Ranches Limited Partnership shall be paid to the limited partners;
- (c) The limited partners shall be given a written assignment of the proceeds of any escrow as to which they are to receive 25% of installment payments made, as provided in paragraph 10(b) of the Limited Partnership Agreement for Mores Creek Rim Ranches Limited Partnership; and
- (d) The remaining assets of the partnership shall be distributed to the general partners (after payment of partnership debts and distribution of the foregoing in the following proportions: 16 2/3% to David H. Roylance; 41 2/3% to William J. Kosterman; and 41 2/3% to M. C. Shelley.

7. The execution of this Certificate and Agreement shall effect a termination of that certain Employment Agreement dated August 20, 1982, by and between the partnership, as owner, and William R. Corcoran and A. N. Gordon, as employees.

8. Each of the general partners does hereby indemnify, defend and hold harmless each of the limited partners from any and all claims based upon their status as limited partners or as employees of the partnership.

9. Each of the parties does hereby agree to execute any deeds, assignments or other instruments necessary or appropriate to effectuate the dissolution of the partnership and the distribution of its assets as hereinabove set forth.

10. In the event of any litigation between the parties hereto, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party.


11. The terms and provisions of this Agreement shall be binding upon the successors, assigns and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, The parties have executed this Certificate and Agreement in duplicate as of the 30 day of November, 1984.

**GENERAL PARTNERS:**

  
\_\_\_\_\_  
David H. Roylance

  
\_\_\_\_\_  
William J. Kosterman

  
\_\_\_\_\_  
M. C. Shelley

**LIMITED PARTNERS:**

  
\_\_\_\_\_  
William R. Corcoran

  
\_\_\_\_\_  
A. N. Gordon