

# APPLICATION FOR REGISTRATION OF FOREIGN LIMITED PARTNERSHIP

To the Secretary of State of the State of Idaho:

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned ~~Limited~~ Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

1. The name of the limited partnership is Old Mill Market Limited Partnership
2. The name which it shall use in Idaho is Old Mill Market Limited Partnership
3. It is organized under the laws of Arizona
4. The date of its formation is April 1, 1983
5. The address of its registered or principal office in the state or country under the laws of which it is organized is 9460 W. Peoria Ave., Peoria, AZ 85345
6. The name and street address of its proposed registered agent in Idaho are David E. Kerrick, Atty. Alexanderson, Davis, Rainey, Whitney & Kerrick, 110 N. 9th Ave., Caldwell, Idaho
7. The general character of the business it proposes to transact in Idaho is: 83605  
Purchase, acquire, own, use, maintain, control, manage, develop, subdivide, improve, lease, encumber, mortgage, convey, transfer, sell, exchange, dispose of or otherwise deal with and in real property.
8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
<u>Lynn C. Myers</u>	<u>General</u>	<u>9460 W. Peoria, Peoria, AZ 85345</u>
<u>Daniel &amp; Nancy McAuliffe</u>	<u>Limited</u>	<u>10214 N. 58 Pl., Scottsdale, AZ 85253</u>
<u>Orville &amp; Priscilla Cook</u>	<u>Limited</u>	<u>8711 N. 104th, Peoria, AZ 85345</u>
<u>Thomas &amp; Janis Tuttle</u>	<u>Limited</u>	<u>1017 Oakhills Dr., Colorado Springs, Col. 80919</u>
<u>Harvey Finks</u>	<u>Limited</u>	<u>10559 N. 99th, Sun City, AZ 85351</u>
<u>John &amp; Cindy Austin</u>	<u>Limited</u>	<u>6327 W. Sunnyside Dr., Glendale, AZ 85304</u>
<u> </u>	<u> </u>	<u> </u>
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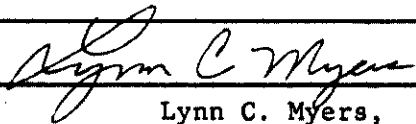
(continued on reverse)

8. (Continued)

Name	General or Limited	Address

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated December 16, 19 83.

By   
Lynn C. Myers,  
A General Partner

STATE OF Arizona )  
 ) ss:  
COUNTY OF Maricopa )

I, Ronald G. Wallace, a notary public, do hereby certify that on this  
16th day of December, 19 83, personally appeared  
before me Lynn C. Myers, who being by me first duly sworn,  
declared that he is a general partner of Old Mill Market Limited Partnership

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.

  
Notary Public

My Commission Expires June 1, 1985

# STATE OF ARIZONA

## Department Of State

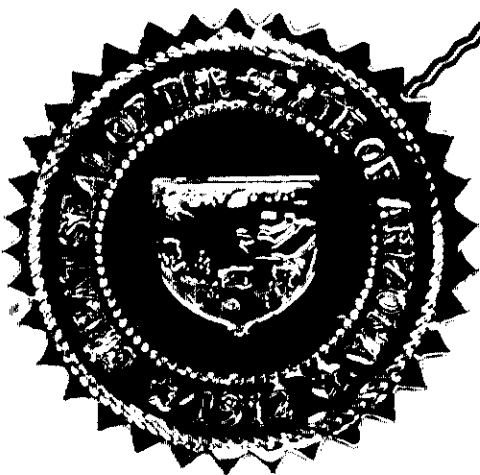


UNITED STATES OF AMERICA  
STATE OF ARIZONA

SS.

I, ROSE MOFFORD, Secretary of State, do hereby  
certify that THE ATTACHED ARE TRUE, CORRECT AND COMPLETE COPIES OF THE  
CERTIFICATE OF LIMITED PARTNERSHIP FOR "OLD MILL MARKET LIMITED PARTNERSHIP",  
SECRETARY OF STATE CERTIFICATE NUMBER 20001931; WHICH CERTIFICATE OF LIMITED  
PARTNERSHIP WAS FILED IN THIS OFFICE DECEMBER 1, 1983.

Mar 15 8 47 AM '84  
RECEIVED  
STATE OF ARIZONA



IN WITNESS WHEREOF I have hereunto set my  
hand and affixed the Great Seal of the State  
of Arizona. Done at Phoenix, the capital, this  
8th day of February, 1984 A.D.

*Rose Mofford*  
ROSE MOFFORD  
SECRETARY OF STATE

Rose Mofford  
Secretary of State  
Capitol, West Wing  
Phoenix, Arizona 85007

Fee: \$10.00, plus \$3.00  
per page

Submit 2 original copies

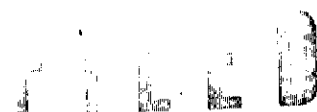
THE OFFICE OF THE SECRETARY OF STATE  
ARIZONA

**CERTIFICATE OF LIMITED PARTNERSHIP**

ACT, CONFORMING A.R.S. §29-308

(See Instructions on back page)  
ARIZONA SECRETARY OF STATE

20001983



ARIZONA

SECRETARY OF STATE

1 December 1983  
For Office Use Only

Return copy of original to:  
Lynn C. Myers  
9460 W. Peoria  
Peoria, AZ 85345

1. Old Mill Market Limited Partnership

Name of Limited Partnership

2. Real Estate Investments & Rentals

General Character of Business

3. 9460 W. Peoria Peoria AZ 85345  
Address of Office City State Zip

4. Peter Ambelang, Attorney, 1700 First Interstate Tower, 3550 N. Central, Phx., AZ 85012  
Agent for service of process (A.R.S. §29-304) Address Phone

5. Name and business address of all general partners. (Please print or type).

Name	Street	City	State	Zip
Lynn C. Myers	9460 W. Peoria	Peoria	Arizona	85345

6. Name and business address of all limited partners. (Please print or type).

Name	Street	City	State	Zip
Daniel & Nancy McAuliffe	10214 N. 58th Place	Scottsdale	AZ	85253
Orville & Priscilla Cook	8711 N. 104th Ave.	Peoria	AZ	85345
Thomas & Janis Tuttle	1017 Oakhills Dr.	Colorado Springs	COL	80919
John & Cindy Austin	6327 W. Sunnyside	Glendale	AZ	85304
Harvey Finks	10559 N. 99th Ave.	Sun City	AZ	85351

7. Date of formation April 1, 1983

8. Amount of cash/description/statement of agreed value of other property or services contributed by each partner and which each partner has agreed to contribute in the future: See Exhibit "A"

9. The times at which or events on the happening of which any additional contributions agreed to be made by each partner are to be made:

The Partners shall contribute such additional capital to the Partnership as they  
unanimously agree to.

10. Any power of a limited partner to grant the right to become a limited partner to an assignee of any part of his partnership interest, and the terms and conditions of the power:

See attached Schedule "A-1"

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11. If agreed upon the time at which or the events on the happening of which a partner may terminate his membership in the limited partnership and the amount of, or the method of determining, the distribution to which he may be entitled respecting his partnership interest, and the terms and conditions of the termination and distribution.

See attached Schedule "A-1" and "B"

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12. Any right of a partner to receive distribution of property, including cash from the limited partnership.

See attached Schedule "C"

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13. Any right of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contributions:

See attached Schedule "A-1"

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14. Any time at which or events upon the happening of which the limited partnership is to be dissolved and its affairs wound up:

See attached Schedule "D"

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15. Any right of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner; any other matters and any other matters the partners determine to include therein.

None

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Page 4 - CERTIFICATE OF LIMITED PARTNERSHIP

Signature for and on behalf of the general partner, as follows:

GENERAL PARTNER:

*Lynn C. Myers*  
LYNN C. MYERS

STATE OF ARIZONA       )  
                                  SS:  
County of Maricopa     )

Subscribed and sworn to before me this 1<sup>st</sup> day  
of April, 1983, by Lynn C. Myers, general partner  
of Old Mill Market Limited Partnership, for and on behalf of  
the partnership.

*Ronald G. Wallace*  
Notary Public

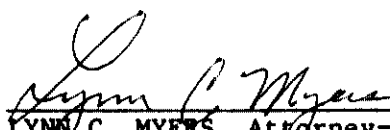
My Commission Expires:

My Commission Expires June 1, 1985

Signature for and on behalf of the other limited partners, as follows:

Daniel and Nancy McAuliffe  
Orville & Priscilla Cook  
Thomas & Janis Tuttle  
John & Cindy Austin  
Harvey Finks

by Lynn C. Myers, Attorney-in-Fact

  
LYNN C. MYERS, Attorney-in-fact,  
for all of the foregoing limited partners.

Subscribed and sworn to before me this 1st day of April, 1983, by  
Lynn C. Myers, Attorney-in-Fact for Daniel and Nancy McAuliffe, Orville and  
Priscilla Cook, Thomas and Janis Tuttle, John and Cindy Austin and Harvey Finks,  
limited partners of the partnership.

State of Arizona )  
County of Maricopa ) ss.

  
Notary Public

My Commission Expires June 1, 1985

My commission expires:-----

OLD MILL MARKET LIMITED PARTNERSHIP

EXHIBIT "A"

	Percent of Ownership	CAPITAL CONTRIUBTIONS			<u>TOTAL</u>
		<u>At Inception</u>	<u>Due 11/1/83</u>	<u>Due 5/1/84</u>	
Daniel & Nancy McAuliffe 10214 N. 58th Place Scottsdale, AZ 85253	9.29%	\$10,000	\$ 2,250	\$ 2,250	\$14,500
Orville & Priscilla Cook 8711 N. 104th Avenue Peoria, AZ 85345	9.29%	\$10,000	\$ 2,250	\$ 2,250	\$14,500
Thomas & Janis Tuttle 1017 Oakhills Dr. Colorado Springs, Colorado 80919	18.58	\$20,000	\$ 9,000		\$29,000
Harvey Finks 10559 N. 99th Avenue Sun City, AZ 85351	18.58	\$20,000	\$ 4,500	\$ 4,500	\$29,000
John & Cindy Austin 6327 W. Sunnyside Dr. Glendale, AZ 85304	9.29	\$10,500	\$ 2,250	\$ 1,750	\$14,500
<b>TOTAL LIMITED PARTNERS</b>	<u>65.03%</u>	<u>\$70,500</u>	<u>\$20,250</u>	<u>\$10,750</u>	<u>\$101,500</u>
<b>GENERAL PARTNER:</b>					
Lynn C. Myers 9460 W. Peoria Ave. Peoria, AZ 85345	34.97%	-0-	-0-	-0-	-0-
<b>TOTAL</b>	<u>100.0%</u>				



10. and 13.

**Permissible Transfer of Partnership Interest.** A partner or assignee of a partnership interest herein shall have the right to sell, assign, gift or encumber his respective interest in this partnership, or any portion thereof, to the other partner, during his lifetime or to any other partner or to his spouse or children by his Last Will and Testament or intestate succession without the prior consent of the remaining Partners, and such sale, transfer, assignment, bequest, passage or encumbrance shall not effect a dissolution of this partnership. The recipient, other than another partner, shall receive the partnership interest subject to the limitations of this agreement and those of A.R.S. Section 29-319 and 29-217, unless and until the other Partners unanimously approve the recipient as a partner.

**Restricted Transfer of Partnership Interest.** In the event that a partner shall desire to withdraw from the partnership, or desire to sell, assign, gift, encumber or in any other manner dispose of his respective interest in the partnership, in whole or in part, he shall first give written notice of such desire to the other remaining partners at such other partners' respective residence addresses. The notice shall contain the price and all of the terms and conditions of such proposed transfer or encumbrance, the percentage of partnership interest proposed to be transferred or encumbered and the name of the person or persons to be involved in the proposed transfer or encumbrance. Upon receipt of the written notice, the remaining partners may elect to purchase or participate in the transfer or encumbrance of all of the percentage of partnership interest on the terms proposed, and the remaining partner shall have thirty (30) days therefrom within which to accept the selling partner's offer upon the same terms and conditions as are set forth in said notice. If the remaining partners elect to accept all of the selling partner's offer, such acceptance shall be in writing, shall be signed by the remaining partners and shall be mailed to the selling partner within said thirty (30) day period.

In the event the remaining partners do not elect to accept all of the percentage of partnership interest being offered by the selling partner, or if the remaining partners have not made a valid election within said thirty (30) day period, the selling partner shall be free to transfer or encumber the percentage of partnership interest which was the subject of the proposed offer to the person or persons named in the offer and upon terms and conditions the same as or not less favorable to the selling partner than those contained in the written notice sent to the remaining partners. Any transfer or encumbrance of said partnership interest to other persons or at a lesser price or on terms less favorable to the selling partner than those originally proposed shall be invalid unless first offered to the remaining partners, as hereinabove provided. In the event that the selling partner does not consummate his proposed transfer or encumbrance within six (6) months from the expiration of the thirty (30) day acceptance period granted to the remaining partners, such offer by the selling partner shall terminate and any subsequent offer of transfer or encumbrance shall again comply with the terms of this Agreement. If any transfer or encumbrance occurs to any person or entity other than the remaining partners, the selling partner shall immediately deposit with the partnership, executed copies of all documents relating to such transfer or encumbrance and the remaining partners shall have the right to investigate the details of any such transfer or encumbrance. The purchaser or lender shall become a partner only upon the unanimous consent of the remaining partners.

## CERTIFICATE OF LIMITED PARTNERSHIP - OLD MILL MARKET LIMITED PARTNERSHIP

11. Consummation of Transfer of Partnership Interest.

Any transfer of a partnership interest made hereunder shall be consummated through, and delivery shall be made at, the offices of the partnership, and all instruments and documents required shall be signed or endorsed on or before the closing date and shall be delivered to the partnership. The purchaser or lender shall deposit the purchase price or loan proceeds (or the initial payment, if there are deferred installments) with the partnership on or before the closing date. When all conditions precedent to the transfer have been completed, the partnership shall deliver at its principal office, the purchase price to the seller or the loan proceeds to the borrower, as the case may be, and an original or signed copy of all documents and instruments to each of the parties to the transaction.

12. Salaries of Partners. No partner shall draw or be entitled to any salary except as may be agreed upon by vote of a majority of the partnership interests (as hereinafter defined). Lynn Myers shall be entitled to reimbursement for all ordinary and necessary expenditures made by him for and on behalf of the partnership. In addition, Lynn Myers shall be paid a management fee of seven and one-half (7 1/2%) percent of the gross rental income for management and administration. This fee shall include all costs for on site oversight of the Property, the leasing of the Property, bookkeeping and the like, but shall exclude legal services for such matters as the drafting or enforcement of the various leases, accounting fees for tax return preparation (all professional accounting services will be performed for a twenty-five (25%) percent discount from normal fees) annual financial statement preparation, and travel expenses and other like out of pocket expenses.

4.03 Distribution. The partnership shall retain reasonable working capital for the operation of the partnership, considering maturing liabilities of the partnership, operating expenses and reasonable reserves. All cash held by the partnership in excess of these amounts shall be considered "Distributable Cash". Distributable Cash resulting from the sale or transfer of Property or the improvements thereon, or from loan proceeds which result from financing or refinancing of the acquisition or improvements of the Property, to the extent that such loan proceeds exceed the loan being replaced and/or the cost of acquisition and/or improvements, shall be distributed pro rata to the capital account balances of the Partners to the extent thereof and then in proportion to their profit and loss ratio except for liquidation. All other Cash Distributions shall be distributed in proportion to the profit and loss ratio.

14. **DISSOLUTION OF PARTNERSHIP.**

**Dissolution on Resignation, Death, Incompetency or Bankruptcy of a Partner.** The resignation, death, adjudicated incompetency or bankruptcy, of the general partner shall cause the dissolution of this partnership.

**Breach of Partnership Agreement.** A majority of the Limited Partners may terminate this partnership at any time based upon a breach of this Agreement or the restrictions included herein by the General Partner.

**Voluntary Dissolution.** This partnership may be voluntarily dissolved by vote of a majority of the partners as determined by the profit and loss sharing ratios.

**WINDING UP OF PARTNERSHIP AFFAIRS.**

Upon the dissolution of the partnership pursuant to Article VI of this Agreement, the business and affairs of this partnership shall be wound up and upon conclusion thereof, this partnership shall be terminated. The General Partner or his designee shall be the liquidating partners of the partnership.