

# Certificate of Limited Partnership

1. The name of the Limited Partnership: <sup>Nov. 11</sup> Seven Mile Limited Partnership.
2. The general character of its business: holding, improving, leasing, buying, selling and operating real property.
3. The name and address of the registered agent for service of process required to be maintained by section 53-204, Idaho Code: Rodney H. Herr, 400 Coston, Boise, Idaho, 83702.
4. The name and business address of each partner:

Rodney H. Herr	General Partner	400 Coston, Boise, ID 83702
Marcia H. Herr	General Partner	400 Coston, Boise, ID 83702
Susan D. Pealy	General Partner	1526 Denneston, Pittsburg, PA
Barbara L. Herr	Limited Partner	400 Coston, Boise, ID 83702
Eric P. Herr	Limited Partner	400 Coston, Boise, ID 83702
Allison D. Herr	Limited Partner	400 Coston, Boise, ID 83702
Alan J. Herr	Limited Partner	400 Coston, Boise, ID 83702

5. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner:

<u>Partner</u>	<u>description</u>	<u>Amount</u>
Rodney H. Herr	cash	\$ 107,550.00
Marcia H. Herr	cash	107,550.00
Susan D. Pealy	cash	22,780.00
Barbara L. Herr	cash	22,780.00
Eric P. Herr	cash	22,780.00
Allison D. Herr	cash	22,780.00
Alan J. Herr	cash	22,780.00

6. 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:

Partners have agreed to make additional contributions only whenever it is determined by written agreement of the general partners that the partnership's capital is or is presently likely to become insufficient for the conduct of its business. Payments would then be made within 90 days from the date of written notice to all partners at that written agreement calling for additional capital.

7. 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:

Limited partners may grant the right to become a limited partner to an assignee by sale, assignment, or other transfer of any part of that limited partners interest after first receiving consent to that transfer in writing from the general partners and after first having offered in writing the interest to other general and limited partners at the same terms. The other partners have 30 days after receipt of such offer in which to elect to purchase the offered interest. The transfer of interest to an assignee outside of the partnership is contingent upon agreement of all general and limited partners to admit the assignee as a partner (limited or general) into the partnership.

8. 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:

A partner has no right to terminate his or her membership in the limited partnership. Upon expulsion for cause, death, or determination of total disability the partner, or any personal representative, guardian or conservator of the deceased or disabled general partner may exercise an option requiring the partnership to purchase the interest of the deceased or disabled general partner. Such option needs to be exercised within 90 days of the expulsion, death or determination of disability of that general partner. The purchase price of the limited partnership interest shall be equal to the capital and drawing account balance of such general partner thus reflected on the books of the limited partnership as of the end of the month immediately preceeding the date of expulsion, death or determination of disability. The purchase price would be paid in five equal installments of principal and interest commencing on the date of exercise of the option. Each other installment would be on the anniversary of the first installment. Interest on the principal balance will be paid at 9% annually.

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

All partners have the right to receive cash distributions of net limited partnership profits less a reasonable reserve for current operating and capital requirements within 75 days after the end of the fiscal year or other agreed upon times. A limited partner may receive a cash salary from the limited partnership if he or she is employed by the limited partnership.

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

Only as stated in number 8. of this certificate.

11. Any time at which or events upon the happening of which the limited partnership is to be dissolved and its affairs wound up:
- a). The sale of all or substantially all of the limited partnerships assets.
  - b). The bankruptcy or insolvency of any general partner.
  - c). The written consent of all the general partners.
  - d). Any other occurrence or taking of any action which shall be cause for dissolution under the Uniform Limited Partnership Act of the State of Idaho.
12. Any right of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner:

By written consent or ratification of all general partners the business may be continued in the event of the withdrawal of a general partner.

13. Any other matters the partners determine to include herein: None.

In witness whereof this limited partnership causes this certificate to be executed.

Rodney H. Herr  
Rodney H. Herr

Marcia H. Herr  
Marcia H. Herr

Susan D. Pealy  
Susan D. Pealy

General Partners

Barbara L. Herr  
Barbara L. Herr

Eric P. Herr  
Eric P. Herr

Allison D. Herr  
Allison D. Herr

Alan J. Herr  
Alan J. Herr

Limited Partners

State of Idaho      SS.  
County of Ada

Subscribed and sworn to before me this 25<sup>th</sup> day of October, 1982

In witness whereof I have hereunto set my hand and affixed my seal.

Robert B. Canfield  
Notary Public