

**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 The Laredo Company III a/k/a The Laredo III Company
2. The name which it shall use in Idaho is The Laredo Company III, Limited Partnership
3. It is organized under the laws of Ohio
4. The date of its formation is June 15, 1982
5. The address of its registered or principal office in the state or country under the laws of which it is organized is 6805 Cambridge, Mariemont, Hamilton County, Ohio 45227
6. The name and street address of its proposed registered agent in Idaho are Theodore O. Creason,  
1219 Idaho, Lewiston, Idaho 83501  
(P. O. Drawer 835, Lewiston, Idaho 83501)
7. The general character of the business it proposes to transact in Idaho is:  
To acquire, own and sell equipment, other personal property and realty;  
and to lease any such property so acquired on terms and to parties as  
shall be deemed desirable.
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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(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 \_\_\_\_\_, 19 \_\_\_\_.

Vulcan Equipment, Inc.

By

D. D. Morgan, President  
A General Partner

STATE OF Ohio )

COUNTY OF Hamilton )

ss:

I, Joyce L. Rowland, a notary public, do hereby certify that on this  
4<sup>th</sup> day of April, 19 85, personally appeared  
D.D. Morgan, known to me to be the  
before me President of Vulcan Equipment, Inc., who being by me first duly sworn,  
/said corporation  
declared that ~~he~~ is a general partner of The Laredo Company III

/said corporation  
that ~~he~~ signed the foregoing document as a general partner of the limited partnership and that the state-  
ments therein contained are true.

Joyce L. Rowland  
Notary Public

JOYCE L. ROWLAND  
Notary Public, State of Ohio  
My Commission Expires Feb. 23, 1989

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, having formed a Limited Partnership under 1761.01 et seq., Ohio Revised Code, do hereby make and execute this Certificate of Limited Partnership.

1. The name of the Limited Partnership is: The Laredo Company III, a.k.a. The Laredo III Company.
2. The character of the business of the partnership is: to acquire, own and sell equipment, other personal property and realty; and to lease any such property so acquired on terms and to parties as shall be deemed desirable.
3. The location of the principal place of business of the partnership is: 6805 Cambridge, Mariemont, Hamilton County, Ohio 45227.
4. The name and place of residence of each member of the partnership are as follows:

General Partner: Vulcan Equipment, Inc.  
6805 Cambridge  
Mariemont, Ohio 45227

Limited Partners: Lincoln W. Pavey  
6584 Apache Circle  
Cincinnati, Ohio 45243

Arthur Ehrnschwender  
5161 Salem Hills Lane  
Cincinnati, Ohio 45230

5. The partnership shall commence June 15, 1982 and shall continue in existence until June 15, 1990, unless terminated by agreement of the partners in accordance with the other provisions of the Limited Partnership Agreement.

6. The following capital shall be contributed by the limited partners in cash:

Lincoln W. Pavey \$ 12,600

Arthur Ehrnschwender \$ 12,600

7. The additional contributions agreed to be made by each limited partner upon the initial lease of the asphalt plant shall not exceed \$2,800.

8. There is no provision in the Limited Partnership Agreement fixing a time when the contribution of each limited partner is to be returned.

9. The share of the profits or the other compensation by way of income which each limited partner shall receive is in proportion to his capital contribution.

10. The Limited Partnership Agreement grants no right to a limited partner to substitute an assignee as contributor in his place.

11. The Limited Partnership Agreement grants no right to the partners to admit additional limited partners.

12. The Limited Partnership Agreement grants no right to one or more of the limited partners to priority over other limited partners, as to contributions or as to compensation by way of income.

True Copy of the Original  
Filed 1-2-82

Attest John E. Held  
Clerk

By *Raymond E. Held*  
Deputy

Certified

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13. The right of the remaining partners to continue the business on the death, retirement or insanity of the General Partner is as follows:

The bankruptcy, dissolution or resignation of the General Partner shall not cause the termination of the Partnership if the limited partners agree that the partnership shall continue. If the limited partners so agree, they may choose one of their number to serve as General Partner. The new General Partner shall have the obligation of purchasing the interest of the terminating General Partner. If the limited partners do not agree to continue the partnership, the partnership shall terminate, and its affairs shall be wound up under Section 20 of the Limited Partnership Agreement.

14. The Limited Partnership Agreement grants no right to a limited partner to demand and receive property other than cash in return for his contribution.

General Partner:

ATTEST:

Sharon Mason

Lincoln W. Pavey

VULCAN BOOTMENT, INC.

By:

D. D. Morgan  
D. D. Morgan, President

Limited Partners:

ATTEST:

Sharon Mason

Lincoln W. Pavey

Sharon Mason

Lincoln W. Pavey

Arthur Ehrnschwender  
Arthur Ehrnschwender

Lincoln W. Pavey  
Lincoln W. Pavey

STATE OF OHIO )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this 10 day of December, 1984, before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Vulcan Equipment, Inc., by and through D. D. Morgan, its President, the general partner of The Laredo Company III, whose name is subscribed to and who executed the foregoing instrument, and for himself and for and on behalf of said general partner, acknowledged the signing and execution of said instrument as his free act and deed, and the free act and deed of said general partner, for the uses and purposes in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal, on the day and year last aforesaid.

Charles H. McGrath  
Notary Public

CHEARL H. MCGRATH

Notary Public, State of Ohio

My Commission Expires July 10, 1989

STATE OF OHIO )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this 12 day of December, 1984, before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Arthur Ehrnschwender, a limited partner of The Laredo Company III, whose name is subscribed to and who executed the foregoing instrument, and for himself acknowledged the signing and execution of said instrument as his free act and deed for the uses and purposes in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal, on the day and year last aforesaid.

Charles H. McGrath  
Notary Public

CHEARL H. MCGRATH

Notary Public, State of Ohio

My Commission Expires July 10, 1989

STATE OF OHIO )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this 10 day of December, 1984, before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Lincoln W. Pavey, a limited partner of The Laredo Company III, whose name is subscribed to and who executed the foregoing instrument, and for himself acknowledged the signing and execution of said instrument as his free act and deed for the uses and purposes in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal, on the day and year last aforesaid.

Charles H. McGrath  
Notary Public

CHEARL H. MCGRATH

Notary Public, State of Ohio

My Commission Expires July 10, 1989

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