# Certificate of Limited Partnership of the Hatridge Family Limited Partnership Limited Partnership

This Limited Partnership Agreement, made and entered into as of the <u>2746</u> day of <u>Feb</u>, <u>accus</u>, at Post Falls, Idaho, by the following, herein called "General Partners":

Terrell O. Hatridge Charles R. Hatridge

and by the following, hereinafter referred to as "Limited Partners":

Karrie A. Hatridge

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Repair M. Hatridge

### WITNESSETH:

1. Name. The name of this Limited Partnership is THE Hatridge Family Limited Partnership LIMITED PARTNERSHIP.

2. Business. The general character of the Partnership business shall be to, and conduct a general business as thereto related.

3. Principal Place of Business. The location of the principal place of business of the Partnership is Post Falls, Koontenai, Idaho.

4. Registered Agent and Office. The registered agent for this Limited Partnership is . The street address of the registered agent and the registered office is , , .

5. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNERS: Place of Business: 15602

IDAHO SECRETARY OF STATE 03/07/2006 05:00 CK: 5892 CT: 195901 BH: 941653 1 0 100.00 = 100.00 LTD PTR DH # 2

Terrell O. Hatridge

P.O.Box 2367, Post Falls, ID,83877

Charles R. Hatridge P.O.Box 2367

## LIMITED PARTNERS: Place of Residence:

Karrie A. Hatridge P.O.Box 2367

Reba M. Hatridge POBOX 2367 Post Falls, 1D.83877

6. Term. The Partnership shall begin on the 27 day of Feb 2006 and shall continue for 25 years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of such Partner's capital contribution except upon dissolution of the Partnership.

9. Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner shall have the right to sell such Partner's interest in the Partnership but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

11. Additional Limited Partners. The General Partner may admit additional limited partners.

12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement, or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting, when necessary, a new General Partner. If the last surviving or serving General Partner dies, retires, and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for such Partner's contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of <34>.

GENERAL PARTNER: Terrell O. Hatridge PERCENTAGE INTEREST: 1% **CONTRIBUTION: \$90** 

GENERAL PARTNER: Charles R. Hatridge PERCENTAGE INTEREST: 1% CONTRIBUTION: \$0 LIMITED PARTNER: Karrie A. Hatridge PERCENTAGE INTEREST: 29.175% CONTRIBUTION: \$73,500

LIMITED PARTNER: Reba May Hatridge PERCENTAGE INTEREST: 19.825% CONTRIBUTION: \$50,000

LIMITED PARTNER: Charles R. Hatridge PERCENTAGE INTEREST: 29.175% CONTRIBUTION: \$73,500

LIMITED PARTNER: Terrell O. Hatridge PERCENTAGE INTEREST: 19.825% CONTRIBUTION: \$50,000

#### **GENERAL PARTNERS:**

Terrell O. Hatridge

Charles R. Hatridge

# LIMITED PARTNERS:

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