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SECRETARY OF
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CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF EMMETT INSURANCE CENTER,
A LIMITED PARTNERHSIP

BETWEEN:

INTERMOUNTAIN SERVICES CORPORATION

AND

TSCHACHER BARNARD ASSOCIATES

April 18, 1983

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CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF
EMMETT INSURANCE CENTER, A LIMITED PARTNERSHIP

THIS AGREEMENT is made this 18th day of April, 1983, by and between INTERMOUNTAIN SERVICES CORPORATION, an Idaho corporation, as General Partner (hereinafter referred to as the "General Partner"), and TSCHACHER BARNARD ASSOCIATES, a partnership, as Limited Partner (hereinafter referred to as the "Limited Partner"), whose business addresses are set forth on the signature page hereof opposite their respective signatures;

WITNESSETH:

WHEREAS, The General partner and the Limited partner desire to form a limited partnership pursuant to the laws of the State of Idaho;

NOW, THEREFORE, The parties hereto hereby agree and state as follows:

ARTICLE I

DEFINITIONS

1.01. "Act" shall mean and refer to the Idaho Limited Partnership Act.

1.02 "Agreement" shall mean and refer to this Certificate and Agreement of Limited Partnership, as amended from time to time.

1.03 "Partnership" shall mean and refer to the limited partnership created pursuant to this Agreement.

1.04 "Net income" and "net loss" shall mean and refer to the income or loss of the Partnership after all expenses incurred in connection with the Partnership's business have been paid, including, without limitation, interest on all loans, taxes and assessments, and after making any allowance for depreciation or amortization or the cost of all property and assets, tangible or intangible, of the Partnership (collectively referred to in this Agreement as "depreciation").

ARTICLE II

PARTNERSHIP NAME AND PLACE OF BUSINESS

2.01 Formation. The partners do hereby form a limited partnership under and pursuant to the Act.

2.01 Name. The business of the partnership shall be conducted under the name "Emmett Insurance Center, a Limited Partnership", which may be changed by the General Partner by written notice to the Limited Partner.

2.03 Principal Place of Business. The principal place of business shall be in Emmett, Gem County, Idaho, or such other place of business as may be agreed upon by the partners from time to time.

ARTICLE III

PURPOSES OF THE BUSINESS

3.01 Purposes and Powers. The partnership is being formed to operate the Emmett Insurance Center in Emmett, Idaho. The partnership shall engage in the business of selling insurance and such other businesses as the partners shall determine. The partnership shall have such powers as are reasonably necessary to fulfill its purposes.

ARTICLE IV

TERM OF THE PARTNERSHIP

4.01 The partnership came into existence effective on the 9th day of April, 1983, and shall continue for a term of thirty-five (35) years, at which time it shall automatically end.

ARTICLE V

CAPITAL CONTRIBUTION AND STATUS

5.01 Capital Contribution of General Partner. The General Partner shall contribute to the capital of the Partnership the sum of \$100.00.

5.02 Capital Contribution of Limited Partner. The Limited Partner shall contribute to the capital of the Partnership the sum of \$100.00.

5.03 Interest. Contributions to the capital of the Partnership will not bear interest or accrue interest in favor of the contributing Partner.

ARTICLE VI

LIMITED PARTNER

6.01 Limited Liability. A Limited Partner shall not be personally liable for any of the debts, expenses, liabilities or obligations of the Partnership, except as provided in the Act. Other than the capital contributions agreed to be made pursuant to this Agreement, the Limited Partner shall not be required or obligated by the Partnership or the General Partner to make further contributions or payments of any kind to or with respect to the Partnership except as provided in paragraph 6.4.

6.02 Role of Limited Partner. Except as otherwise provided in this Agreement, no Limited Partner shall take part in, or interfere in any manner with, the management, conduct or control of the business of the Partnership, transact any business for the Partnership, or have the right, power or authority to act for, sign for or bind the Partnership in any manner.

6.03 Withdrawal of Capital Contributions. Except as provided herein, no Limited Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership except as provided in the Act.

ARTICLE VII

EXPENSES AND SALARY OF THE GENERAL PARTNER

7.01 The General Partner shall be entitled to charge the Partnership a reasonable fee for its services as General Partner.

ARTICLE VIII
RIGHTS, POWERS AND OBLIGATIONS OF
THE GENERAL PARTNER

8.01 Management. Subject to any restriction as stated hereinafter, the management and control of the Partnership and its business and affairs shall be exercised by the General Partner, and all decisions to be made by the Partnership shall be made by the General Partner.

8.02 Powers. The General Partner shall have all the rights and powers conferred by the Act on a General Partner or otherwise conferred by law, and any rights and powers as are necessary, advisable or convenient to the discharge of the duties of a General Partner under the Agreement and to the management and control of the business and affairs of the Partnership.

8.03 Duties. The General Partner shall manage and control the Partnership, its business and affairs to the best of his ability, and shall use his best efforts to carry out the purposes of the Partnership. The General Partner shall devote such of his time to the business and affairs of the Partnership as is deemed, in his sole and absolute discretion, necessary and appropriate. The General Partner shall periodically render a formal accounting of all dealings and transactions relating to the business of the Partnership.

8.04 Limitation on Power. Without obtaining the consent of the Limited Partner, the General Partner shall not do any act in contravention of the Act.

ARTICLE IX

TRANSFER OF A PARTNERSHIP INTEREST

9.01 Limited Partner does have the right to sell, transfer, assign or create a security interest in his Partnership interest without the consent of the General Partner. Any assignee of the Limited Partner shall become a Limited Partner upon the signing of this Limited Partnership Agreement and agreeing to be bound by all the terms hereof. Unless an assignee agrees to be bound by all the terms of this Agreement, the Limited Partner shall not have the right to sell or assign his Partnership interest.

ARTICLE X

RETIREMENT OR DEATH OF PARTNER/RESTRICTIONS
ON SALE OF PARTNERSHIP INTEREST

10.01 Retirement. A partner may retire from the partnership after giving ninety (90) days' written notice of his intention to retire.

10.02 Effect of Retirement or Death. The partnership shall not be dissolved by the retirement or death of a partner.

10.03 Continuation of the Partnership. The remaining partner shall have the right to continue the partnership business under its present name following the withdrawal or death of the other partner, provided said partner elects to liquidate the interest of the withdrawing or deceased partner and to cause the partnership to make the payments specified in Article XII. The election to liquidate the interest of the retiring or deceased partner shall be exercised by written notice delivered within ninety (90) days after the effective date of withdrawal or within ninety (90) days after the appointment of the personal representative of the deceased partner. The notice may be delivered in person or may be mailed by registered or certified mail to the last known address of the retiring partner or to the personal representative of the deceased partner.

10.04 Winding up the Partnership. If the remaining partner does not elect to liquidate the interest of the withdrawing or deceased partner, the partnership shall be wound up and all its

properties distributed in liquidation as provided in Article XIII.

10.05 Sale of Partnership Interest.

(a) Neither partner shall sell, transfer or otherwise dispose, as defined herein, of all of or any part of his partnership interest without first giving written notice to the other partner, including the name of the person to whom he intends to sell, transfer, or dispose of his interest.

(b) Within ninety (90) days after the receipt of the written notice referred to in Subsection (a), the partnership may, at its option, exercisable in writing, liquidate and retire the interest of the partner desiring to sell his interest. The valuation of the interest and the terms of payment shall be the same as though the partner had voluntarily retired from the partnership.

(c) If the partnership does not exercise its option under Subsection (b), the partner giving the notice shall be free to sell, transfer, or otherwise dispose of his partnership interest to the person or persons specified in the notice. Pursuant to Idaho Code Section 53-327, the assignee of all or part of the partner's interest shall not be entitled, during the continuance of the partnership, to interfere in the management or administration of the partnership business or affairs, require any information or account of partnership transactions, or inspect the partnership books. The assignee shall merely be entitled to receive, in accordance with the terms of the

assignment, the profits to which the assignor otherwise would be entitled.

(d) Dispose Defined. Dispose or disposition shall be defined for purposes of this agreement as any transfer or offer to transfer the beneficial interest of a partner in all, or any part, of his interest in the partnership by sale, exchange, assignment, pledge, hypothecation or in any other manner except as specifically provided in this agreement. If as a result of the divorce of a partner, all or any part of his interest in the partnership will be transferred to one not a partner in the partnership, such divorce shall be deemed a disposition of such interest for purposes of this agreement.

ARTICLE XI

VALUATION OF THE INTEREST OF A RETIRING OR DECEASED PARTNER

11.01 Negotiation to Determine Valuation. Subject to the provision of Section 10.01, when a partner dies or gives written notice that he intends to retire, negotiations shall be undertaken between the continuing partner and the withdrawing partner or the personal representative of the deceased partner to establish the value of the interest of the withdrawing or deceased partner. In the negotiations, the parties shall determine separately the value of the partnership's unrealized receivables (as defined in Section 751(c) of the Internal Revenue Code) if any; real property and depreciable property, if any, and all other property of the partnership. Negotiations shall continue as long as required, provided that if an agreement is not reached within ninety (90) days after (a) the giving of written notice of intention of a partner to withdraw or (b) the appointment of the personal representative of a deceased partner, either party may terminate the negotiations and require the valuation to be submitted to appraisal. No value shall be attributable to goodwill or going concern value.

11.02 Appraisal to Determine Valuation. If the parties are unable to reach agreement through negotiations between themselves, the value of the categories of partnership property described in Section 11.01 shall be determined by appraisal as follows:

The assets of the partnership shall be appraised by two (2) independent appraisers, one being appointed by the remaining partner and one being appointed by the withdrawing partner or the deceased partner's personal representative. After completion, the appraised values shall be averaged.

11.03 Adjustment to Capital Accounts for Values in Excess of Book Values. The total book value of the partnership property shall be subtracted from the value of all partnership property as determined under Section 11.01 or Section 11.02. The excess of the negotiated or appraised value over the book value shall be credited to the capital accounts of the partners in the proportions of their then interests in profits or losses of the partnership, as provided in Articles V and VII. The amount of the balance in the capital account of the withdrawing or deceased partner, adjusted as provided in this section, shall be the valuation of the partnership interest of the withdrawing or deceased partner.

ARTICLE XII

TERMS OF PAYMENT TO A RETIRING, DECEASED OR EXPELLED PARTNER

12.01 Payments to a Retiring Partner. When a partner retires, payment for the value of his interest in the partnership, as determined under Article XI, shall be made by the partnership as follows:

One-fifth (1/5) within 6 months after the date of retirement;
One-fifth (1/5) within 18 months after the date of retirement;
One-fifth (1/5) within 30 months after the date of retirement;
One-fifth (1/5) within 42 months after the date of retirement;
One-fifth (1/5) within 54 months after the date of retirement.

12.02 Payments to Successor of a Deceased Partner. When a partner dies, payment for the value of his interest in the partnership, as determined under Article XI, shall be made by the partnership as follows:

(a) In the event the value of such deceased partner's interest as determined under Article XI, is less than the proceeds, if any, of the insurance policy or policies payable to the partnership by reason of the death of such partner, the partnership shall pay the value in full, in cash or by certified check, to the successor in interest of such deceased partner. The balance shall be retained by the partnership for its own benefit, except as provided in Section 14.03.

(b) In the event the value of such deceased partner's interest as determined under Article XI, exceeds the proceeds, if any, of the insurance policy or policies payable to the partnership by reason of the death of such partner, the

partnership shall pay the entire insurance proceeds to the successor in interest of the deceased partner and shall have the option of paying the excess either in one sum or by executing and delivering a negotiable promissory note in the amount of the balance. Such note shall be payable by the partnership as follows:

- One-fifth (1/5) within 6 months after the date of death;
- One-fifth (1/5) within 18 months after the date of death;
- One-fifth (1/5) within 30 months after the date of death;
- One-fifth (1/5) within 42 months after the date of death;
- One-fifth (1/5) within 54 months after the date of death.

12.03 Interest on Payments. Payments to be made one year or more after date of withdrawal or death under Section 12.01 or Section 12.02 shall bear interest at the same rate as the prime rate of interest at the First Interstate Bank of Idaho, N.A., Boise, Idaho, as of the date of withdrawal or death to the date due or the date paid, whichever is later.

12.04 Income Tax Incidents of Payments. It is the intention of the parties that all amounts payable by the partnership under this article to a retiring partner or to the successor in interest of a deceased partner, shall constitute payment for the interest in partnership property. The payments shall be considered a distribution of partnership property under Section 736(b) of the Internal Revenue Code and not a payment of income under Section 736(a) of the Internal Revenue Code.

ARTICLE XIII

INCOME PAYMENTS TO A RETIRING OR DECEASED PARTNER

13.01 No income payment under Section 736(a) of the Internal Revenue Code shall be made to any withdrawing partner or to the successor of a deceased partner.

ARTICLE XIV

VOLUNTARY DISSOLUTION

14.01 Winding Up the Partnership. On any voluntary dissolution, the partnership shall immediately commence to wind up its affairs. The partners shall continue to share profits and losses during liquidation in the same proportion as before dissolution. The proceeds from liquidation of partnership assets shall be applied as follows:

- (a) Debts of the partnership, other than to partners.
- (b) Amounts owed to partners for unpaid salaries and for the credit balances in their respective drawing accounts.
- (c) The capital contributions of the partners as reflected in their respective capital accounts.

14.02 Gains or Losses in Winding Up. Any gain or loss on disposition of partnership properties in the process of liquidation shall be credited or charged to the partners in the proportion of their interests in profits or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the partners in the proportions of their interests in profits or losses as specified in Article VII.

14.03. Balance Owed By a Partner: Should any partner have a debit balance in his capital account, whether by reason of

losses in liquidating partnership assets or otherwise, the debit balance shall represent any obligation from him to the other partner, to be paid in cash within thirty (30) days after written demand by the other partner.

ARTICLE XV

MISCELLANEOUS PROVISIONS

15.01 Registered Agent. Darell R. Tschacher is appointed as registered agent of the Partnership for purposes of service of process. His address is 910 N. Curtis, Boise, Idaho 83706.

15.02 Governing Law. All provisions of this agreement shall be construed, shall be given the effect and and shall be enforced according to the laws of the state of Idaho.

15.03 Binding Effect. Each of the parties executes this document with the understanding and agreement that each has hereby bound and obligated himself, his estate, and any and all claims by, through and under him.

15.04 Attorneys' Fees. In the event either party to this agreement is required to institute proceedings in order to enforce the terms of this agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

IN WITNESS WHEREOF, The parties have hereunto set their hands this 18 day of April, 1982, to be effective the 9 day of April, 1983.

INTERMOUNTAIN SERVICES CORPORATION
910 N. Curtis ~~Boise~~, ID 83706

By: 


Earl C. Barnard, President

ATTEST:

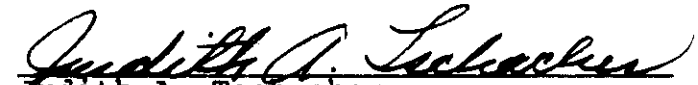

Darell R. Tschacher, Secretary

TSCHACHER BARNARD ASSOCIATES
910 N. Curtis Rd., Boise, ID 83706


By: Earl C. Barnard, Partner


By: Darell R. Tschacher, Partner

The undersigned, the wife of Darell R. Tschacher, has reviewed the terms and conditions of this agreement and hereby approves, consents thereto and further agrees to be bound by the terms and conditions of said agreement.


Judith A. Tschacher


The undersigned, the wife of Earl C. Barnard, has reviewed the terms and conditions of this agreement and hereby approves, consents thereto and further agrees to be bound by the terms and conditions of said agreement.


Kathryn D. Barnard

STATE OF IDAHO)
) ss.
County of Ada)

On this 18 day of April, 1983, before me the undersigned Notary Public, personally appeared EARL C. BARNARD and DARELL R. TSCHACHER, known to me to be the persons whose names are subscribed to the foregoing instrument as the Vice President and Secretary of Intermountain Services Corporation, a corporation, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this acknowledgment first above written.



Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 18 day of Aug, 1983, before me the undersigned Notary Public, personally appeared DARELL R. TSCHACHER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this acknowledgment first above written.

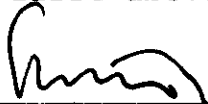


Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 15 day of Aug, 1983, before me the undersigned Notary Public, personally appeared EARL C. BARNARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this acknowledgment first above written.



Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of APRIL, 1983, before me the undersigned Notary Public, personally appeared JUDITH A. TSCHACHER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this acknowledgment first above written.

Mary D. Howard
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of APRIL, 1983, before me the undersigned Notary Public, personally appeared KATHRYN D. BARNARD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this acknowledgment first above written.

Mary D. Howard
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 18 day of April, 1983, before me the undersigned Notary Public, personally appeared DARELL R. TSCHACHER and EARL C. BARNARD, known to me to be the persons whose names are subscribed to the foregoing instrument as the partners of TSCHACHER BARNARD ASSOCIATES, a partnership, and acknowledged to me that they executed the same for and on behalf of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this acknowledgment first above written.



Notary Public for Idaho
Residing at Boise, Idaho