

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP  
OF **DEC 7 4 30 PM '87**  
**SECRETARY OF STATE**  
EVANSTON OVERTHRUST ASSOCIATES LIMITED PARTNERSHIP

This Certificate and Agreement of Limited Partnership ("Agreement"), dated as of December 4, 1987 by and between H. LARRY LEASURE (the "General Partner"), and OVERTHRUST ASSOCIATES, an Idaho limited partnership (the "Limited Partner" or "Overthrust") as the limited partner, (the General Partner and the Limited Partner are hereinafter referred to individually as a "Partner" and collectively as the "Partners") who hereby declare and certify as follows:

1. Name. The name of the Partnership is EVANSTON OVERTHRUST ASSOCIATES LIMITED PARTNERSHIP.

2. Character of Business. The general character of the business of the Partnership is to acquire a certain parcel of land in Evanston, Wyoming (by contribution from the Limited Partner); develop a shopping center development thereon (the "Project"); and thereafter operate and hold the Project for investment and the production of income. The Partnership is authorized to conduct such other activities, including sale or other disposition of the Project and/or pad sites therein as may be necessary, advisable or convenient to the promotion or conduct of the business of the Partnership.

3. Registered Office and Agent. The principal place of business and the registered office of the Partnership shall be located at 100 N. 9th Street, Suite 300, Boise, Idaho 83702. The registered agent of the Partnership at such address shall be H. Larry Leasure.

4. Partners. The name and business address of each Partner is as follows:

General Partner

H. Larry Leasure  
100 N. 9th Street, Suite 300  
Boise, Idaho 83702

Limited Partner

Overthrust Associates, an Idaho limited partnership  
100 N. 9th Street, Suite 300  
Boise, Idaho 83702

5. Capital Contributions. The amount of cash and or description and statement of the agreed value of other property or labor or services contributed by the Partners to the Partnership are as follows:

a) The agreed net value of capital contributions of the General Partner is \$10.

b) The net value of the property described on Exhibit A as contributed to the capital of the Partnership by the Limited Partner is hereby agreed to be \$1,000.

6. Additional Capital Contributions. No Partner, general or limited, shall have an obligation to contribute any additional capital to the Partnership.

7. Limited Partners Right of Assignment. The Limited Partner shall have no right to assign its interest in the Partnership to an assignee without the prior written consent of the General Partner.

8. Termination of Partner's Membership in Partnership. No Partner may terminate its interest in the Partnership without the consent of all Partners. The terms and conditions of termination and the distribution in liquidation to which Partners may be entitled shall be determined by mutual agreement at such time as a termination is agreed to or as otherwise provided in the Partnership Agreement.

9. Distributions. The General Partner shall have a 1% interest in the Partnership and the Limited Partner shall have a 99% interest in the Partnership. The net profits and net losses of the Partnership and each item of income gain loss, deduction or credit shall be determined in accordance with generally accepted accounting principals consistently applied and consistent with the requirements of the internal revenue code, and shall be allocated to the Partners consistent with their Partnership Interests. Disbursements of "net cash receipts" and/or "Sale or Financing Proceeds" as defined in the Articles of Limited Partnership of Overthrust Associates shall be allocated 1% to the General Partner and 99% to the Limited Partner; provided, however, that that portion of net cash receipts and/or Sale or Financing Proceeds allocated to the General Partner under this agreement shall be credited against the amount of net cash receipts and/or Sale or Financing Proceeds allocable to the General Partner as a general partner of Overthrust Associates. The Partners' right to receive distributions of property, including a return of all or any part of the Partners' contribution to the Partnership, shall be limited to the Partners' allocations of net cash receipts or Sale or Financing Proceeds allocable to their respective Partnership Interests.

10. Term and Dissolution. The term of the Partnership shall be from the date hereof to December 31, 2020 unless sooner terminated by agreement of the Partners or as provided on the same terms and conditions for termination as are provided in the Articles of Limited Partnership of Overthrust Associates.

11. Right To Continue. The General Partner of the Partnership shall have no right to withdraw from the Partnership except to the extent that the General Partner would have the right to withdraw as a General Partner of Overthrust Associates. In the event of the death or withdrawal of the General Partner the Limited Partner shall have the right to continue the Partnership and elect a new General Partner on such terms and conditions as the Limited Partner shall then deem appropriate.

12. Management. The management and control of the Partnership shall be vested in the General Partner; provided however that those matters which would require the vote of the Limited Partners of Overthrust Associates under its Partnership Agreement shall require the vote of the Limited Partner hereunder.

IN WITNESS WHEREOF the undersigned Partners have executed the Certificate and Agreement of Limited Partnership effective as of the day and year first above written.

LIMITED PARTNER:

OVERTHRUST ASSOCIATES,  
an Idaho limited partnership

By: \_\_\_\_\_

H. Larry Leasure, a  
general partner

By: DBSI, INC., an Idaho  
Corporation, a general  
partner

By: \_\_\_\_\_

GENERAL PARTNER:

  
H. LARRY LEASURE

**COUNTERPART SIGNATURE PAGE**

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LIMITED PARTNER:

GENERAL PARTNER:

OVERTHRUST ASSOCIATES,  
an Idaho limited partnership

\_\_\_\_\_  
H. LARRY LEASURE

By: \_\_\_\_\_

H. Larry Leasure, a  
general partner

By: DBSI, INC., an Idaho  
Corporation, a general  
partner

By: \_\_\_\_\_  


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