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CERTIFICATE OF LIMITED PARTNERSHIP

OF

SECRETARY OF
STATE

EMERALD ASSOCIATES,
a limited partnership

STATE OF IDAHO)
: ss.
County of Ada)

We, the undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho, certify as follows:

1. The name of the partnership is EMERALD ASSOCIATES, a limited partnership.
2. The purpose of the partnership is to carry on, in Boise, Idaho, the business of developing and leasing a commercial office complex.

3. The name and address of the registered agent is Guy L. Walker, 170 South Cole Road, Boise, Idaho 83709.

4. The name and address of each partner is as follows:

(a) General Partner: Emerald Management Corporation
170 South Cole Road
Boise, Idaho 83709

(b) Limited Partner: Guy L. Walker
8911 Churchill Dr.
Boise, Idaho 83709

(c) Limited Partner: Terry R. Arp
5197 Bainbridge Dr.
Boise, Idaho 83703

5. The cash and value of the services contributed by each partner is as follows:

Emerald Management Corporation, General Partner	\$ 21,000.00
Guy L. Walker, Limited Partner	85,140.00
Terry R. Arp, Limited Partner	85,140.00

6. Additional contributions are not required to be made by any partner.

7. A Limited Partner may assign his partnership interest by first offering his interest to the General Partner. If the General Partner does not purchase said interest, the Limited Partner must offer his interest to the other Limited Partners. If neither the General Partner nor the other Limited Partners

purchase interest, the Limited Partner may offer his said partnership interest to a third party.

8. No third party may become a Limited Partner without the express written consent of the General Partner.

9. The partnership does not dissolve, or terminate on the death, dissolution, withdrawal or assignment for benefit of creditors, retirement, adjudication of bankruptcy or legal incapacity of a Limited Partner.

10. The value of the partnership interest of a terminating Limited Partner shall first be determined pursuant to negotiations between the terminating Limited Partner, his agent or personal representative, and the remaining partners. If an agreement is not reached within ninety (90) days, valuation is to be submitted to arbitration. The total book value of the Partnership property shall be subtracted from the value of all partnership property as determined. The excess of negotiated or arbitrated value over the book value shall be credited to the capital accounts of the partnership in the proportions provided for allocating profits of the partnership, and any deficiency of negotiated or arbitrated value as compared to book value shall be debited to the capital accounts in said proportions. The amount of the balance in the capital and drawing account of the terminating Limited Partner, adjusted as provided herein, shall be the valuation of his partnership interest.

11. Upon dissolution of the partnership by mutual agreement or for any other reason, distribution shall occur as follows:

- (a) Creditors in order of priority provided by law;
- (b) Limited Partners in proportion to their share of profits;
- (c) Limited Partners in proportion to their capital contribution;
- (d) General Partner other than for capital and profits;

(e) General Partner in proportion to its share of profits;
and

(f) General Partner in proportion to its capital contributions.

12. No Partner shall have the right to demand or receive property in kind for his distribution.

13. Distributions from the partnership may occur as follows:

(a) Profits and losses - ninety percent (90%) to the Limited Partners, ten percent (10%) to the General Partner;

(b) Profits from sale of partnership property - fifty percent (50%) to the General Partner and fifty percent (50%) to the Limited Partners.

14. The Partnership shall dissolve and wind up its affairs upon the dissolution, withdrawal, assignment for the benefit of creditors, adjudication of bankruptcy or legal incapacity of the General Partner, or upon agreement of the partners.

15. In the event of the termination, withdrawal or expulsion of a Limited Partner, the remaining Partners may continue the partnership business.

DATED this 19 day of October, 1982.

GENERAL PARTNER:

EMERALD MANAGEMENT CORPORATION

By: 
President

ATTEST: 
Secretary


Guy L. Walker


Terry K. Arp

LIMITED PARTNER:

LIMITED PARTNER: