

# CERTIFICATE OF ASSUMED BUSINESS NAME

(Please type or print legibly)

To the SECRETARY OF STATE, STATE OF IDAHO

Pursuant to Section 53-504, Idaho Code, the undersigned

gives notice of adoption of an Assumed Business Name of IDAHO

1. The assumed business name which the undersigned use(s) in the transaction of business is:

Two Sisters, Gifts & Other Wonders

2. The true name(s) and business address(es) of the entity or individual(s) doing business under the assumed business name is/are:

Name	Complete Address
<u>Laura Umthun</u>	<u>2201 N. Government Way,</u>
<u>Terry Fogle</u>	<u>Suite K, Coeur d'Alene,</u>
	<u>Idaho, 83814.</u>

3. The general type of business transacted under the assumed business name is:  
(mark only those that apply)

<input checked="" type="checkbox"/> Retail Trade	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Transportation and Public Utilities
<input type="checkbox"/> Wholesale Trade	<input type="checkbox"/> Agriculture	<input type="checkbox"/> Finance, Insurance, and Real Estate
<input type="checkbox"/> Services	<input type="checkbox"/> Construction	<input type="checkbox"/> Mining

4. The name and address to which future correspondence should be addressed:

2201 N. Government Way,  
Suite K, Coeur d'Alene,  
Idaho 83814

5. Name and address for this acknowledgment copy is (if other than # 4 above):

\_\_\_\_\_  
\_\_\_\_\_

Submit Certificate of  
Assumed Business  
Name and \$20.00 fee to:

Secretary of State  
700 West Jefferson  
Basement West  
PO Box 83720  
Boise ID 83720-0080  
208 334-2301

Secretary of State use only

IDAHO SECRETARY OF STATE

05/29/1998 09:00  
CX: 495 CT: 99375 BH: 114974

1 @ 20.00 = 20.00 ASSUM NAME

D15384

Signature: Laura L. Umthun

Printed Name: Laura L. Umthun

Capacity: Partner/owner

(see instruction # 8 on back of form)

Revision 2/87

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# ARTICLES OF PARTNERSHIP

Made and entered into this 26 day of May 1998.  
By and Between:

Tarry Fogle of 1825 Fruitdale, Coeur d'Alene, ID 83815  
Laura Umthun of 210 Parkview Dr., Post Falls, ID 83854  
\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_ of \_\_\_\_\_

WITNESS, that the above parties do hereby form a General Partnership, under name of  
Two Sisters, Gifts & Other Wonders, with principal place of business at  
Coeur d'Alene, Idaho, the business to be carried on is  
Gift Store

The partnership shall begin on the date above and shall continue until dissolved by mutual agreement or terminated as hereinafter provided.

Initial paid in capital of partnership is and shall be Two Hundred Dollars  
\_\_\_\_ Dollars (\$ 200.00 ), contributed and paid in  
In Full by the parties hereto as follows:  
\$100 paid by each partner by May 31 into the partnership bank account  
of Mountain West Savings Bank

Such capital shall be used and employed in common between them, for the support and maintenance of the partnership business to the mutual benefit and advantage of the parties hereto and not otherwise.

Additional capital necessary to carry on the business, can be contributed by one or more partners, with subsequent adjustment of percentage of ownership, or the partnership may borrow cash, equipment or material from a partner and pay such rent or interest as would be paid to others.

Correct and full accounts shall be kept during the life of the partnership, of all monies received and paid, as well as all goods, wares, merchandise bought or sold on account and all other items pertaining to the business. Books shall be used in common between the partners, so that all have access thereto, without interruption or hindrance. Books shall be kept on \_\_\_\_ cash or xxx accrual method of accounting.

Partnership shall operate on a calendar year ending 12-31. At the end of each year a true and just inventory of merchandise and accounts shall be made. Statements setting forth receipts, payments, disbursements and other matters pertaining to the business, together with total net receipts (profits) or loss sustained, together with adjustments to individual partners capital account shall be made. Partners shall clear and adjust each to the other\_\_ at that time, their just share of profits made or losses sustained.

During the life of the partnership, no partner shall endorse any note, or otherwise become surety, for any person or persons whomsoever, without consent of other parties.

Partners designate Mountain West Savings Bank  
as the bank for depository of partnership funds and credits. All checks drawn thereon shall bear the name of the partnership and be signed by ALL of the partners.

The partners will give their time, attendance and their skills and power in the conduct and management of the partnership's business. Partners will bear, pay and discharge, between them, all rents and other expenses that may be required to support and manage the business of the partnership.

No partner shall sell or otherwise transfer in any way, his or her interest in the partnership, or any part thereof, without approval of the other partners. Any attempted transfer by a partner, other than as above, will not be recognized.

In the event of the death of one of the partners or the total and permanent disability of a partner, rendering him or her incompetent, or the resignation or disassociation for

any reason by a partner, the remaining partners shall have first right of purchase of the interest of the former partner. Value shall be determined by fair appraisal. Intent to purchase shall be given by written notice within sixty (60) days of death, disability, or disassociation. During such sixty day period the former partner, his heirs, administrators, executors or assigns shall have no rights in the partnership except to share in the net profits during such period. Any dispute or controversy shall be settled pursuant to the uniform partnership act of Idaho, Idaho Code 53-301--53-343

When the partnership ends by mutual consent of all partners, the partners, each to the other; shall and will make a true, just and final accounting of all things relating to the partnership. All just debts and losses of the partnership shall be paid, and if any of the partners hereto shall fail or refuse to pay his or her just proportion thereof, the other partners may pay the same and recover the amount so paid against the partner in default. Remaining money, goods, property, accounts, or otherwise, shall be divided between the partners based on their interest in the partnership and in the standing of their capital accounts.

We have formed this partnership and executed the foregoing Articles of Partnership, which we have read and which correctly embodies the terms and provisions thereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this day and year first above written.

Terry Fogle Laura Umthun

STATE OF IDAHO, County of Kootenai

On this 26 day of May, 1998, before me, a notary public in and for said State, personally appeared

Terry Fogle

Laura Umthun

who se names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Cecil Kelly  
Notary Public  
Residing Coeur d'Alene  
Commission expires Nov 5 2003

STATE OF Idaho, County of Kootenai

On this 26 day of May, 1998, before me, a notary public in and for said State, personally appeared

Terry Fogle

Laura Umthun

who se names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public  
Residing \_\_\_\_\_  
Commission expires \_\_\_\_\_