

CERTIFICATE OF LIMITED PARTNERSHIP

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SEC. 7
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1. **NAME OF LIMITED PARTNERSHIP:** AUTO-TECH, a Limited Partnership.
 2. **GENERAL CHARACTER OF BUSINESS:** Automobile repair and service.
 3. **NAME AND ADDRESS OF REGISTERED AGENT:** Jim McClean, 181 South Orchard, Boise, Idaho.
 4. **NAME AND ADDRESS OF EACH PARTNER:**
 - A. Nelson Huston, 9682 Lorinda, Boise, Idaho (General Partner)
 - B. Jim McClean, 4088 Ticonderoga, Boise, Idaho (General Partner)
 - C. Leo Thometz, HC 76, Box 4405, Garden Valley, Idaho (Limited Partner)
 5. **CASH AND VALUE OF PROPERTY CONTRIBUTED BY EACH PARTNER:**
Huston - \$1,000; McClean - \$1,000; Thometz - \$1,000
 6. **TIME IN WHICH ANY ADDITIONAL CONTRIBUTIONS BY PARTNERS ARE TO BE MADE:** When necessary to purchase equipment and/or contribute additional capital in order to continue to carry on business and then only with the unanimous agreement of all partners.
 7. **POWER OF LIMITED PARTNER TO GRANT THE RIGHT TO BECOME A LIMITED PARTNER TO AN ASSIGNEE OF ANY PART OF HIS PARTNERSHIP INTEREST:** Not without the unanimous prior written consent of all other partners.
 8. **TIME AT WHICH PARTNER MAY TERMINATE MEMBERSHIP IN PARTNERSHIP. METHOD OF DETERMINING HIS SHARE OF DISTRIBUTION:** A partner's membership in the partnership shall be terminated upon dissolution of the partnership.

Dissolution of the partnership shall occur upon the happening of any of the following:

- A. On the violation by any partner of a material term or condition of this Agreement. Before the partnership shall actually be dissolved, written notice of the violation and the impending dissolution shall be given by either partner not committing the violation to the one in violation. The violating partner then shall have 10 days to cure the violation.

- B. At any time during the partnership that dissension among the partners occurs regarding the proper method of conducting the partnership business and such dissension continues to the point that it is no longer feasible to economically operate the partnership business. This provision shall not be deemed to grant to the limited partner authority in excess of that authority granted him in the Idaho Limited Partnership Act.
- C. On the withdrawal of any partner from the partnership during the term thereof. The partner shall give the remaining partners 30 days prior written notice of his intention to withdraw from the partnership before the withdrawal shall become effective. At the time of the written notice of intention to withdraw, the withdrawing partner may make a written offer to the remaining partners of the price at which that partner will buy the interest of the other partners or would sell his own interest. Thereupon the partners to whom such offer is given shall have 10 days to signify in writing to the withdrawing partner whether they will buy his interest or sell their interest at the figures mentioned in the notice. In the event the partners to whom the notice is given fail to so signify in writing within such time the partnership will be wound up.
- D. If any general partner shall (1) file bankruptcy proceedings or be adjudicated a bankrupt, (2) make an assignment of personal or partnership property for the benefit of creditors, or (3) have involuntary bankruptcy proceedings initiated against him. The dissolution shall be effective 15 days after the partnership receives notice of any type as to the bankruptcy or insolvency of a partner.
- E. On the death of any partner. The estate of the deceased partner shall be paid the full share to which the deceased partner shall be entitled at the time of distribution of partnership assets 5 days after winding up the partnership business.

In the event partnership assets are not sold to other partners as set forth herein, those assets shall be offered for sale to third parties. The assets shall be sold in a manner calculated to achieve the greatest return in the least amount of time. The proceeds of the sale of the assets of the partnership shall be applied as follows:

- (A) To liabilities owing to creditors other than partners;
 - (B) To the limited partner if he is a creditor in satisfaction of liabilities of the partnership to him other than liabilities for distributions to partners;
 - (C) To general partners who are creditors in satisfaction of liabilities of the partnership other than liabilities for distributions to partners;
 - (D) To partners for the return of their contributions; and
 - (E) The remainder shall be considered profit of which each partner shall receive an equal share.
9. RIGHT OF PARTNERS TO RECEIVE DISTRIBUTIONS FROM PARTNERSHIP: Each of the partners shall receive 25% of the net profits of the business to be computed and distributed quarterly. The remaining 25% of the net profits shall be distributed to the partners only at times unanimously agreed to by the partners.
10. RIGHT OF PARTNERS TO RECEIVE OR OF GENERAL PARTNER TO MAKE DISTRIBUTIONS TO PARTNER WHICH INCLUDE RETURN OF ALL OR ANY PART OF THE PARTNER'S CONTRIBUTION: None except upon dissolution and winding up.
11. TIME AT WHICH PARTNERSHIP IS TO BE DISSOLVED AND ITS AFFAIRS WOUND UP: See paragraph 8 above.

IN WITNESS WHEREOF the day and year below written, the parties have executed this Certificate of Limited Partnership in duplicate, each such copy being deemed to be an original.

DATED 11-21-81


Leo Thometz

DATED _____


Nelson Huston

DATED 11-21-88


Jim McClean