

**FILED**

98 MAR -6 AM 10: 24

SECRETARY OF STATE  
STATE OF IDAHO

ARTICLES OF INCORPORATION  
OF  
RELIABLE PROPERTY MANAGEMENT, INC.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, having associated ourselves together for the purpose of forming a Corporation under and by virtue of the laws of the State of Idaho, do hereby adopt the following original Articles of Incorporation:

**ARTICLE I**

The name of the corporation shall be RELIABLE PROPERTY MANAGEMENT, INC.

**ARTICLE II**

The names and addresses of each of the incorporates are as follows:

Risa Trane  
2325 Cabellaro  
Ammon, Idaho 83406

Randy Trane  
2325 Cabellaro  
Ammon, Idaho 83406

All powers, duties and responsibilities of the incorporates shall cease at the time of delivery of these Articles of Incorporation to the Idaho Corporation Commission for filing.

**ARTICLE III**

The purposes for which this corporation is organized include the transaction of any and all lawful business for which a corporation may be incorporated under the laws of the state of Idaho, as presently existing or hereafter amended.

The character of business which the corporation initially intends actually to conduct in the State of Idaho is managing, constructing, remodeling, and repairing commercial and residential real property.

**ARTICLE IV**

4.1 Common Stock. The Corporation shall have the authority to issue one hundred thousand ( 100,000 ) shares of common stock, par value ten cents (\$0.10) per share. Except as otherwise required by law, the holders from time to time of the common stock shall be entitled to notice of meetings of the shareholders and to vote at elections of directors and on all other matters submitted to a vote of the shareholders.

IDAHO SECRETARY OF STATE

03/06/1998 09:00  
CK: 1033 CT: 95302 BH: 00221

1 of 3

1 @ 100.00 = 100.00 CORP

C123139

4.2 Right of First Refusal. In the event that any shareholder of the Corporation shall receive a Bona Fide Offer, as defined below, which such shareholder (hereinafter the "Selling Shareholder") desires to accept, to purchase any or all of the Selling Shareholder's shares of stock of the Corporation (hereinafter collectively referred to as the " Stock "), the Selling Shareholder shall give notice (as defined herein) of the offer to the Corporation and all shareholders of the Corporation. The Corporation shall thereupon have the right for thirty (30) days after receipt of the notice, but shall not be obligated, to purchase and the Selling Shareholder shall be obligated to sell all of the Selling Shareholder's Stock on the terms set forth in the Bona Fide Offer. To the extent the Corporation does not act, the other shareholders (if more than one shareholder desires to participate, participation shall be in proportion to their respective ownership of shares of stock of the Corporation or such proportion as they may agree ) shall thereupon have the right for thirty (30) days after the expiration of the Corporation's option period, but shall not be obligated, to purchase and the Selling Shareholder shall be obligated to sell all of the Selling Shareholder's Stock on the terms set forth in the Bona Fide Offer.

If neither the Corporation nor the shareholders of the Corporation exercise their right by notice to the Selling Shareholder after notice of the Bona Fide Offer within the time periods specified above, the Selling Shareholder may thereafter accept the Bona Fide Offer for a period of one hundred twenty (120) days. If the Bona Fide Offer is not accepted within said period or if, once accepted, the sale fails to close within such time period, the shares of Stock shall again become subject to the above provisions.

The term "notice" is used herein shall mean notice in writing, delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows: (a) if to the Corporation, to the principal office of the Corporation; (b) if to any Shareholder, to the address of such Shareholder as reflected in the stock records of the Corporation. Notices hereunder shall be effective upon delivery in person, or if mailed, at midnight on the third business day after the date of mailing. If the notice is of the Bona Fide Offer, it shall include a true and complete copy of the Bona Fide Offer, setting forth the price and all the terms and conditions of such offer, with the names, addresses and businesses or other occupations of the offeror or offerors.

The term " Bona Fide Offer " as used herein means an offer in writing, signed by an outside offeror, who must be a person or entity financially capable of carrying out the terms of such offer, which upon acceptance by the Selling Shareholder would be legally enforceable against such outside offeror.

## ARTICLE V

The number of directors constituting its initial board of directors is two. The names and addresses of those persons who are to serve as such directors until the first annual meeting of the stockholders, or until their successors have been elected and qualified, are:

Randy Trane  
2325 Cabellaro Drive  
Ammon, Idaho 83406

Risa Trane  
2325 Cabellaro Drive  
Ammon, Idaho 83406

The number of directors shall be fixed as provided by in the bylaws of the corporation.

## ARTICLE VI

The board of directors of the Corporation may from time to time distribute on a pro rata basis to its shareholders, out of capital surplus of the Corporation, a portion of its assets in cash or property.

## ARTICLE VII

The Corporation shall have the right to purchase its own shares to the extent of unreserved and unrestricted earned and capital surplus of the Corporation.

## ARTICLE VIII

This Corporation does hereby appoint Randy Trane, whose address is 2325 Cabellaro Drive, Ammon, Idaho 83406, its initial statutory agent in and for the State of Idaho, for and on behalf of this Corporation, to accept and acknowledge service of and upon whom may be served all necessary process or processes in any action, suit, or proceeding that may be brought against said Corporation in any of the courts of the said State of Idaho, such service of process or notice, and the acceptance thereof by said agent, to have the same effect as it served upon the corporation.

## ARTICLE IX

To the fullest extent allowable under governing Laws, including without limitation Idaho Code 30-1-851, no director shall have personal liability to the corporation or its shareholders, or to any other person or entity, for monetary damages for a breach of his or her fiduciary duty as a director, except where there has been:

- (a) a breach of the director's duty of loyalty to the Corporation or its shareholders;
- (b) Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law;
- (c) Authorization of the unlawful payment of a dividend or other distribution on Corporation capital stock, or the unlawful purchase of its capital stock;
- (d) Any transaction from which the director derived an improper personal benefit; or ;
- (e) Any contract or other transaction involving directors' conflicts of interest in violation of Idaho Code.

DATED this 28 day of February, 1998.

  
Randy Trane, Incorporator

  
Kisa Trane, Incorporator