

CERTIFICATE OF LIMITED PARTNERSHIP

OF

SOOPER ADS, A LIMITED PARTNERSHIP

AGREEMENT made July 1, 1983 among Sooper Ads, Inc. an Idaho corporation, with it's principal place of business at 502 2nd Ave. North, Twin Falls, Idaho, hereinafter called the general partner and James A. Epperson, whose address is: P.O. Box 275, Kimberly, Idaho, 83334, Dora Janes, whose address is: 1278 St. Clair Rd., Idaho Falls, Idaho, 83401, Robert Fort, whose address is: 303 Main Street, Filer, Idaho, 83328, Robert P. Magel, whose address is: 945 Elm, Twin Falls, Idaho, Jay Burk, whose address is: 340 3rd Ave. North, Twin Falls, Idaho, and Sooper Ads, Inc., an Idaho corporation with it's principal place of business at 502 2nd Ave. North, Twin Falls, Idaho 83301, hereinafter called collectively the limited partners.

1. Name and Business: The parties do hereby form a limited partnership pursuant to the provisions of Chapter 2 of Title 53, of the Partnership Law of the State of Idaho, to carry on the business of printing and publishing, under the name of Sooper Ads, a Limited Partnership. The principal office of the business shall be in Twin Falls, Idaho.

2. Term: The partnership shall begin on July 1, 1983 and shall continue until June 30, 1984 and thereafter, from year to year, until terminated as herein provided.

3. Capital and Services: Sooper Ads, Inc. shall be the general partner. James A. Epperson, Dora Janes, Robert Fort, Robert P. Magel, Jay Burk and Sooper Ads, Inc. shall be limited partners.

Each of the partners shall contribute to the limited partnership, in cash, property, and services in the amount set opposite their name.

<u>GENERAL PARTNER</u>	<u>CASH CONTRIBUTIONS</u>	<u>PROPERTY CONTRIBUTIONS</u>	<u>SERVICES CONTRIBUTIONS</u>
Sooper Ads, Inc.	-0-	\$3,000.00	\$3,000.00

LIMITED PARTNERS

Sooper Ads, Inc.	\$2,000.00		
James A. Epperson		2,500.00	
Dora Janes	2,000.00		
Robert Fort		5,500.00	
Robert P. Magel			5,000.00
Jay Burk	5,000.00		

The property contribution made by each of the partners represents his or her respective interest in certain machines, equipment and fixtures, having an agreed aggregate value of \$11,000.00. The property is more particularly described in an instrument of assignment dated this day conveying the same to this partnership.

4. Profit and Loss: The net profits of the partnership shall be divided among the partners and the net losses shall be borne by them in the proportions set opposite their respective names.

<u>GENERAL PARTNER</u>	<u>PERCENTAGE</u>
Sooper Ads, Inc.	45%

LIMITED PARTNERS

James A. Epperson	6.25%
Dora Janes	5.00%
Robert Fort	13.75%
Robert P. Magel	12.50%
Jay Burk	12.50%
Sooper Ads, Inc.	5.00%

However, the liability of any of the limited partners for the losses of the partnership shall in no event exceed in the aggregate the amount of his or her contributions to the partnership.

5. Drawing Accounts: The Partners shall have such drawing accounts as may be fixed by the General Partner, but such drawing accounts shall be in the proportion to which the partners are entitled to share in the profits of the partnership.

There shall be no salaries paid.

6. Interest on Capital: No interest shall be paid on the initial contributions to the capital of the partnership. There shall not be any subsequent contributions of capital or otherwise.

7. Management, Duties and Restrictions: During the continuance of this partnership, the rights and liabilities of the general partner and limited partners respectively shall be as follows:

(a) General Partner: The general partner shall have and be in charge of the entire management of the partnership business and devote its entire time to the conduct of the business.

(b) Limited Partners: Any limited partner shall have the right to withdraw or reduce his or her contribution to the capital of the partnership by first giving the general partner the first right of refusal to purchase said limited partner's interest in said partnership over a period of five years in equal monthly installments, with the balance accruing

interest at ten percent per annum. Said general partner shall have four months within which to refuse purchase of said interest whereupon it shall be offered to the remaining limited partners on the same terms and conditions; whereupon the limited partners collectively or individually shall have sixty days to purchase the interest from the withdrawing limited partner. If neither the general partner nor any of the limited partners agree to purchase said partner's interest, said interest shall be purchased by the limited partnership as a whole from said withdrawing partner over said five year period, at ten percent interest, payable in equal monthly installments; said payments to be made by the partners in the same proportion as profit and loss are shared by all partners. The calculation of which shall be computed as if said withdrawing partner's interest never existed, the remaining partners increasing their share accordingly. In addition, any limited partner shall have the right to withdraw his capital contribution upon termination or dissolution of the partnership, however, no part of the capital contribution of any limited partner shall be withdrawn unless all liabilities of the partnership, except liabilities to general partner and limited partners on account of their contributions, have been paid or unless the partnership has assets sufficient to pay them. No limited partner shall have the right to demand or receive property other than cash in return for his contribution, and no limited partner shall have priority over any other limited partner either as to contributions to capital or as to

compensation by way of income. After any withdrawal of capital by a limited partner, his share in the profits and losses shall be in the porportion which his reduced capital bears to the total capital of the partnership on the date of such withdrawal; and the shares of the other partners shall be increased in the porportions in which they have thereto-fore shared the profits and losses of the partnership. No additional limited partners may be admitted into the partnership, and no limited partner shall have the right to substitute an assignee as contributor in her place.

8. Banking: All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the general partner. All withdrawals therefrom shall be amde upon checks signed by the general partner.

9. Books: The partnership books shall be maintained at the principal office of the partnership and each partner shall at all times have access thereto. The books shall be kept on a basis pursuant to the accounting methods used by the general partner and balanced at the end of each year.

10. Withdrawal or Dissolving of the General Partner: Upon the withdrawal or the dissolving of the general partner, the partnership shall terminate and the assets of the partnership shall be liquidated upon the payment of all partnership debts. The remaining balance shall be distributed to the limited partners and general partner as their respective interest appear herein. The distribution of the proceeds of liquidation shall be pursuant to Idaho Code §53-247.

11: Death of a Limited Partner: The death of a limited partner shall not terminate the partnership business. The estate of any deceased limited partner shall have the right to withdraw, subject to the same limitations as are applicable to withdrawals by a limited partner, the decedent's contribution to the capital of the partnership together with any undrawn profits owing to such partner.

12: Registered Agent: The name and address of the registered agent for service of process is Sooper Ads, Inc., in care of Eileen Moore, 502 2nd Avenue North, Twin Falls, Idaho 83301.

In witness whereof, the parties have signed and sealed this agreement.

GENERAL PARTNER:

Sooper Ads, Inc.  
an Idaho corporation

BY: Eileen Moore

LIMITED PARTNERS:

James A. Epperson (L.S.)  
James A. Epperson

Dora Jones (L.S.)  
Dora Jones

Robert Fort (L.S.)  
Robert Fort

Robert P. Magel (L.S.)  
Robert P. Magel

Jay Burk (L.S.)  
Jay Burk

Eileen Moore (L.S.)  
Sooper Ads, Inc.