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LIMITED PARTNERSHIP AGREEMENT

Agreement of Limited Partnership made this 26 day
of *OCTOBER*, 1983, between RICHARD Z. MACDONALD, JR., herein
referred to as the General Partner, and RICHARD Z. MACDONALD,
SR., herein referred to as the Limited Partner;

ARTICLE ONE

1.01: The parties hereto hereby form a Limited
Partnership herein called the Partnership, under and pursuant
to the Uniform Limited Partnership Act of Idaho.

1.02: The parties hereby shall immediately execute
a Certificate of Limited Partnership, and cause such Certificate
to be filed with the Secretary of State of the State of Idaho,
Boise, Idaho, and thereafter, execute and cause to be filed
and otherwise published, such original or amended Certificate
evidencing the formation and operation of this Limited Partner-
ship whenever the same may be required under the laws of the
State of Idaho and of any other states where the Partnership
shall determine to do business. The General Partner is hereby
authorized and empowered by the Limited Partner to prepare,
file, and publish either the original or any amended or modified
Certificate of Limited Partnership as may be necessary or desirable

and the Limited Partner specifically designates and appoints the General Partner, for and on his behalf as his attorney for the exclusive purposes of signing and attesting to such original or amended Certificate of Limited Partnership.

1.03: The purposes of the Partnership shall be as follows:

(1) To engage generally in landscaping, construction, security and other services related to the development, care and protection of real estate and properties.

(2) To invest in stocks, bonds and securities, and shall engage, without limitation, in the purchase of, sale of and dealing in, stocks, bonds, notes, and evidences of indebtedness of any person, firm, enterprise, corporation or association, domestic or foreign, and bonds and any other obligations of any government, state, municipality, school district or any political subdivision thereof, domestic or foreign and bills of exchange and commercial paper, and any and all other securities of any kind, nature, or description whatsoever; and gold, silver, grain, cotton, and other commodities and provisions usually dealt in on exchanges, or upon the over-the-counter market, or otherwise and in general, without limitation of the foregoing, shall conduct such activities as are usual and customary in the investment in stocks, bonds, and securities.

(3) To enter Partnership Agreements in the capacity of a General Partner or a Limited Partner, to become a

member of a joint venture, or to participate in some form of syndication for investments; and to buy, sell, lease, and deal in services, personal property and real property.

(4) In addition to the foregoing, it is expressly agreed to and understood between the Partners that the Partnership can invest in other forms of business enterprise and be engaged in other business activities and not specifically limited to the purposes set forth in subparagraph (1) above.

ARTICLE TWO

2.01: The name of the Limited Partnership shall be Macdonald Property Management Limited Partnership. The business of the Partnership shall be conducted under such name and under such variations of this name as may be necessary to comply with the laws of other states within which the Partnership may do business or make investments.

The General Partner shall promptly execute and file with the proper offices in each state in which the Partnership may conduct business one or more Certificates as required by the Fictitious Names Act or similar statute in effect as to each such state in which business is conducted.

2.02: The principal place of business shall be located at 615 North Sixth Street, Sandpoint, Idaho, but additional places of business may be located elsewhere.

2.03: The name and address of the General Partner of this Partnership is: R. Z. Macdonald, Jr., 615 North Sixth Street, Sandpoint, Idaho 83864;

The name and address of the Limited Partner of this Partnership is: R. Z. Macdonald, Sr., R. D. #4, Ligonier, Pennsylvania 15658;

There are no other General or Limited Partners in this Partnership.

ARTICLE THREE

3.01: The Partnership shall commence as of the date of this Agreement and shall continue in existence until October 30, 2013, unless it is sooner terminated, liquidated or dissolved as hereinafter provided.

ARTICLE FOUR

4.01: The capital to be distributed initially to the Partnership by the General Partner and the Limited Partner shall be in cash and shall be as follows:

Richard Z. Macdonald, Jr. - \$500.00

Richard Z. Macdonald, Sr. - \$30,000.00

Each Partner shall be personally liable to the Partnership to contribute to the capital of the Partnership in the

full amount of this initial capital contribution.

4.02: The Limited Partner shall not be required to make any additional capital contribution.

ARTICLE FIVE

5.01: The amount of net profits and net losses of the Partnership to be allocated to and charged against each partner shall be determined by the percentage set opposite his name:

R. Z. Macdonald, Jr. - 40%

R. Z. Macdonald, Sr. - 60%

5.02: The term "profits" is hereby defined to be income or gain or whatsoever kind actually incurred by the Partnership or which, because of generally accepted accounting procedures, must be deemed to have been incurred by the Partnership. The term "losses" is hereby defined to be any deduction, expenditure, or charge actually incurred by the Partnership or which, because of generally accepted accounting procedures, must be deemed to have been incurred by the Partnership.

5.03: Cash, when available, may be distributed by the General Partner to all partners in the same ratio as profits and losses are shared. Cash distributions from the Partnership may be made by the General Partner to all partners without regard to the profits or losses of the Partnership from operations;

Provided, that no cash distributions shall be made which will impair the ability of the Partnership to pay its just debts as they mature. The General Partner shall determine when, if ever, cash distributions shall be made to the Partners, pursuant to the provisions and the tenor of this Agreement. There shall be no obligation to return to the General Partner or the Limited Partner any of their capital contributed to the Partnership, for so long as the Partnership continues in existence. No General or Limited Partner shall be entitled to any priority or preference over any other partner as to cash distributions.

No interest shall be paid to any partner on the initial contributions to the capital of the Partnership or on any subsequent contributions of capital.

ARTICLE SIX

6.01: All real or personal property, including all improvements placed or located thereon, acquired by the Partnership shall be owned by the partners in the shares or percentages set opposite their names in Section 5.01, however, such ownership shall be subject to the other terms and provisions of this Agreement. Each partner hereby expressly waives the right to acquire partition of any Partnership property or any part thereof.

ARTICLE SEVEN

7.01: The Partnership's books and records and all required income tax returns shall be kept or made on the calendar year basis. The General Partner shall determine whether the cash or accrual method of accounting is to be used in keeping the Partnership's records.

7.02: The General Partner shall keep, at the principal place of business and make available to the Limited Partner at any time during normal business hours, just and true books of account and all other Partnership records. The copying by a partner, or his designated agent, of any part or all of such records, at the personal expense of that partner is specifically authorized. Within not more than sixty (60) days after the close of each calendar year of the Partnership, the General Partner shall furnish to the Limited Partner a year-ending balance sheet for the Partnership and a full and detailed financial report on the business operations of the Partnership for and during the entire preceding year. The General Partner shall furnish to the Limited Partner any additional information needed or necessary to complete his federal and state income tax forms, if applicable, including statements of the net distributable income or loss to each partner from the operation of the Partnership. All of the above duties and services to be

performed by the General Partner shall be deemed an expense of the Partnership.

7.03: The General Partner shall receive all monies of the Partnership and shall deposit the same in one or more Partnership banking accounts. All expenditures by the General Partner shall be made by checks drawn against the Partnership banking accounts.

ARTICLE EIGHT

8.01: The General Partner shall have full and exclusive control of the Limited Partnership. Subject to any limitations expressly set forth in this Agreement, the General Partner shall have the power and authority to take such action from time to time as he may deem to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Limited Partnership, including without limitation the power to:

(1) Acquire or dispose of real property, or any interest therein, for cash, securities, other property, or any combination thereof upon such terms and conditions as the General Partner may, from time to time, determine;

(2) Acquire, own, hold, improve, manage, and lease such property, either alone or in conjunction with others through partnerships, limited partnerships, joint ventures, or

other business associations or entities;

3) Finance the Partnership's activities either with the seller of such property or by borrowing money from a third party, all on such terms and conditions as the General Partner deems appropriate. In instances where money is borrowed for Partnership purposes, the General Partner shall be, and hereby is, authorized to pledge, mortgage, encumber and grant security interest in Partnership properties for the repayment of such loans;

4) Employ, retain, or otherwise secure or enter into other contracts with personnel or firms to assist in the acquisition, developing, improving, managing and general operation of the Partnership properties, including, but not limited to, real estate brokers or agents, supervisory, development and/or building management agents, attorneys, accountants, and engineers, all on such terms and for such consideration as the General Partner deems advisable; and

5) Take any and all other action which is permitted under the Uniform Limited Partnership Act of Idaho and which is customary or reasonably related to the acquisition, ownership, development, improvement, management, leasing and disposition of real property, personal or mixed property.

8.02: The General Partner shall exercise ordinary business judgment of managing the affairs of the Partnership. Unless fraud, deceit, or wrongful taking shall be involved, the

General Partner shall not be liable or obligated to the Limited Partner for any mistake of fact or judgment made by him in operating the business of the Partnership which results in any loss to the Partnership or its partners. The General Partner does not, in any way, guarantee the return of the Limited Partner's capital or a profit from the operations of the Partnership. The General Partner shall devote such attention and business capacity to the affairs of the Partnership as may be reasonably necessary. In this connection, the parties hereby acknowledge that the General Partner may be the manager or General Partner of other partnerships and may continue to manage other partnerships, and may continue to engage in other businesses.

8.03: The parties recognize that sometimes there are practical difficulties in doing business as a Limited Partnership, occasioned by outsiders seeking to satisfy themselves relative to the capacity of the General Partner to act for and on behalf of the Partnership, or for other reasons. Therefore, the Limited Partner hereby specifically authorizes the General Partner to acquire all real and personal property, arrange all financing, enter contracts, and complete all other arrangements needed to effectuate the purposes of this Partnership without having to disclose the existence of the Partnership. If the General Partner is to transact the Partnership business in his own name or in the name of a nominee, he shall place a written declaration of trust in the Partnership books and records that

the true or equitable owner is a Limited Partnership.

8.04: The General Partner will receive no compensation for acting as General Partner, but shall be entitled to reimbursement for any expenses paid by him arising out of the business of the Partnership.

8.05: The Limited Partner shall not have either the obligation or the right to take part, directly or indirectly, in the active management of the business and is not authorized to do or perform any act, thing or deed in the name of or for or on behalf of either the General Partner or the Partnership. The Limited Partner is not authorized to and shall not, directly or indirectly, have a voice in or take part in the business affairs or business operation of the Partnership. The Limited Partner is not authorized to and shall not be permitted to do any act, deed or thing which will cause him to be classified as a General Partner.

ARTICLE NINE

9.01: The liability of the General Partner arising from carrying on the business affairs or operation of the Partnership or for the debts of the Partnership is unrestricted. the liability of the Limited Partner with regard to the Partnership in all respect is restricted and limited to the amount of

the actual capital contributions that he makes or agrees to make to the Partnership. The Limited Partner cannot be assessed to make an additional capital contribution to the Partnership above that which he agrees to make to the Partnership. If additional capital contributions to the Partnership are required and are made by the General Partner, he shall not be entitled to a greater share of the profits or cash distributions of the Partnership than otherwise is provided for by this agreement.

9.02: Nothing herein shall prevent the General or Limited Partner from loaning money to the Partnership on a promissory note or similar evidence of indebtedness, for a reasonable rate of interest. Any partner loaning money to the Partnership shall have the same rights regarding the loan as would any person or entity making the loan who was not a partner.

ARTICLE TEN

10.10: During the time of the organization or continuance of this Limited Partnership, neither the General or Limited Partner shall do any of the following:

- 1) Use the name of the Partnership or any substantially similar name, or any trademark or tradename adopted by the Partnership, except in the ordinary course of the Partnership's business;

- 2) Disclose to any nonpartner any of the Partnership business practices, trade secrets or any other information not generally known to the business community;
- 3) Do any other act or deed with the intention of harming the business operation for the Partnership;
- 4) Do any acts contrary to the Limited Partnership Agreement, except with prior consent of all partners;
- 5) Do any act which would make it impossible to carry on the intended or ordinary business of the Partnership;
- 6) Confess a judgment against the Partnership;
- 7) Abandon or wrongfully transfer or dispose a Partnership property, real or personal;
- 8) Admit another person or entity as a General or Limited Partner.

Further, the General Partner shall not use, directly or indirectly, the assets of this Partnership for any purpose other than carrying on the business of the Partnership, for the full and exclusive benefit of all partners.

ARTICLE ELEVEN

11.01: Except as hereinafter set forth, the Limited Partner shall not sell, assign, transfer, encumber, or otherwise dispose of any interest in the Partnership without the written

consent of the General Partner.

11.02: In the event that the Limited Partner receives a bona fide offer for the purchase of all or any part of his interest in the Partnership, he shall first give notice of same to the General Partner. Upon receipt of this notice, the General Partner shall have the exclusive right and option, within thirty (30) days from the date of the notice, to purchase the interest at the same price and on the same terms offered to the Limited Partner. If the General Partner does not elect to exercise this option within thirty (30) days, the Limited Partner shall be free to sell the interest of the Partnership covered by the offer. Such sale, shall be made strictly upon the terms and conditions and to the person described in the notice to the General Partner.

11.03: Upon the death of the Limited Partner, the General Partner shall have the right to purchase from the estate of the deceased Limited Partner, and the estate of the deceased Limited Partner shall have the obligation to sell to the General Partner, the Limited Partner's share of the Partnership on the terms and conditions set forth herein.

Within sixty (60) days following the death of the Limited Partner, the General Partner and the Executor or other legal representative of the estate of the Limited Partner shall strive to mutually determine and agree upon the fair market value of the Partnership property, taking into consideration any outstanding indebtedness, liabilities, liens, and other

obligations relating to same. If the General Partner and the legal representative of the decedent's estate are unable to agree upon an appraised value within said period of time, the value shall be determined by two (2) qualified appraisers, one selected and paid for by the deceased Limited Partner's estate and one selected and paid for by the General Partner. If the two appraisers are unable to agree on the fair market value, they shall select a third appraiser, whose fee will be shared equally by the General Partner and the deceased Limited Partner's estate. In the event that three appraisers are necessary, as aforesaid, the value of the property shall be the average of all three appraisals.

Once the fair market value of the deceased Limited Partner's pro rata share of the Partnership property has been determined, the General Partner shall have sixty (60) days from the date of said determination to make payment to the estate of the Limited Partner for same. Nothin herein contained shall be interpreted as precluding the parties from mutually agreeing to other payment terms.

If the General Partner does not exercise his right to purchase the deceased Limited Partner's interest, as aforesaid, or if after electing to so purchase same he fails to make payment within the sixty day period or within the mutually agreed to time period, the matter shall be treated as a termination of the Partnership and the assets shall be distributed in

accordance with the hereinabove or hereinafter provisions of this agreement controlling same.

ARTICLE TWELVE

12.01: Effective as of the last day of any calendar year of the Partnership, the General Partner may voluntarily withdraw from the Partnership as General Partner and such withdrawal shall have the effect of terminating the Partnership as of the close of business on such last day. The bankruptcy, death, incapacity, or resignation of the General Partner shall also result in the Partnership terminating as of the close of business on the last day of the calendar year in which such event occurs.

12.02: The Partnership may be terminated upon any date specified in a notice of termination signed by the General Partner and the Limited Partner. The death or incapacity of a Limited Partner shall have no effect on the life of the Partnership, which shall continue.

12.03: Upon the termination of the Partnership, the affairs of the Partnership shall be wound up by the General Partner. If for any reason there is no General Partner or if he shall refuse to serve, or if he is incapable of serving, the Limited Partner may appoint or designate a trustee-in-litigation who shall serve to wind up the affairs of the Partnership.

Said trustee does not have to be a commercial corporate trustee, does not have to be bonded, and may be the Limited Partner. Whoever serves to wind up the affairs of the Partnership, the following procedures shall be followed:

Upon such termination, the assets of the Partnership shall be applied as follows:

To the payment of the outstanding Partnership liabilities, including a reserve for a contingent liability, with the balance distributed to the partners as their interest appears in Section 5.01. Except that if the Partnership dissolves within three (3) years of the date of the Agreement, the assets shall be distributed as follows:

Richard Z. Macdonald, Sr. - 90%

Richard Z. Macdonald, Jr. - 10%

No partner shall be entitled to demand a distribution in kind of Partnership property, however, the General Partner may make such distribution using the properties fair market value at the time of the distribution, as the basis.

ARTICLE THIRTEEN

13.01: This Agreement may be amended or modified in writing, by the mutual agreement of the Partners from time to time.

13.02: Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed to the party at the respective address set forth in Section 2.03 or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

13.03: This Agreement shall be construed under and in accordance with the laws of the State of Idaho, and all obligations of the parties created hereunder shall be governed in accordance therewith.

13.04: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the Partnership created by this Agreement.

13.05: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

13.06: If any one or more of the provisions contained in this Partnership Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Partnership Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.07: This Partnership Agreement may be executed in any number of counter parts and each such counter part shall for all purposes be deemed to be an original.

ARTICLE FOURTEEN

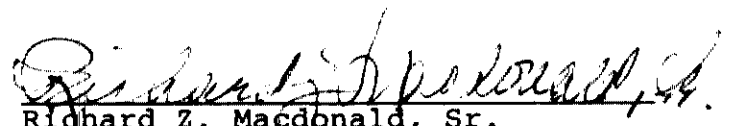
14.01: A copy of this Limited Partnership Agreement, when filed of record, shall serve as public filing or registration of the Partnership, and shall for such purpose be deemed a Certificate of Limited Partnership.

14.02: As registered agent for service of process, the Limited Partnership designates the General Partner,

Richard Z. Macdonald, Jr.
615 North Sixth Street
Sandpoint, Idaho 83864.

Said registered agent shall serve until a substitute is appointed by the General Partner and until an amended certificate is filed in every office where designation of registered agent is required to be filed.


Richard Z. Macdonald, Jr.
General Partner


Richard Z. Macdonald, Sr.
Limited Partner