

CERTIFICATE
OF
LIMITED PARTNERSHIP

MAY 9 4 29 PM '88

SECRETARY OF STATE

The undersigned, desiring to establish a limited partnership pursuant to the Uniform Limited Partnership Act as set forth in Title 53, Chapter 2, of the Idaho Code, hereby make the following certificate:

1. The name of the limited partnership shall be Pure Pleasure Publishing Limited Partnership.
2. The general character of the business of the partnership shall be publishing.
3. The name and address of the registered agent for service of process is: Melville W. Fisher II, 702 West Idaho, Suite 1010, Boise, Idaho 83702.
4. The names and addresses of the General Partner and Limited Partner are:

<u>Name</u>	<u>Residence</u>
General Partner:	
E.S.P., Inc.	P.O. Box 1912 Boise, Idaho 83701
Limited Partner:	
Eric Savage	P.O. Box 1912 Boise, Idaho 83701

5. The amount of cash and the value of other property (the value of which has been agreed upon among the partners) contributed by each partner is as follows:

<u>Partner</u>	<u>Value of Property Contributed</u>	<u>Description of Property Contributed</u>
E.S.P, Inc. (General Partner)	\$40.00	Cash
Eric Savage (Limited Partner)	\$60.00	Cash

6. There is no agreement for additional contributions to be made by either the General Partner or the Limited Partner.

7. The partnership interest of a Limited Partner may be transferred or assigned only with the prior written consent of the General Partner. Such consent may not be unreasonably withheld by the General Partner but in no event shall be given unless:

(a) The assignment is of the Limited Partner's whole partnership interest;

(b) The assignee shall execute and deliver to the General Partner an agreement, in a form satisfactory to the General Partner, to be bound by the terms and conditions of this Certificate of Limited Partnership and such other documents consistent therewith as the General Partner shall deem appropriate; and

(c) The terms of such assignment shall specify the end of an annual calendar quarter as the effective date thereof.

An assignee of the partnership interest of the Limited Partner, pursuant to an assignment consented to by the General Partner and in all other respects in compliance with this Certificate of Limited Partnership, shall be admitted as a substituted Limited Partner upon his payment of the reasonable costs, if any, of effecting such admission.

After the Limited Partner has requested written consent to transfer or assign his partnership interest, the partnership shall have the right to purchase the Limited Partner's interest within ninety (90) days under the following terms and conditions:

(a) If a Limited Partner requests consent for transfer or assignment of his limited partnership interest within three years from the date of this Certificate of Limited Partnership, the partnership shall have the right to purchase the Limited Partner's interest for the total sum represented by seventy percent (70%) of the capital account of that Limited Partner at the date of purchase.

(b) If a Limited Partner requests consent for transfer or assignment of his limited partnership interest after three years from the date of this Certificate of Limited Partnership, the partnership shall have the right to purchase the Limited Partner's partnership interest for one hundred percent (100%) of the transferor Limited Partner's capital account.

This right to purchase shall be exercised in the sole discretion of the General Partner. If the General Partner fails to exercise the rights under the terms of this section, the Limited Partner may transfer or assign his interest in accordance with the terms and conditions of this Certificate of Limited Partnership.

If a Limited Partner requests consent for transfer or assignment of his limited partnership interest and the General Partner fails to exercise the first right to purchase set forth above, any partner, general or limited, shall have the right to

purchase the Limited Partner's partnership interest within sixty (60) days following the failure of the General Partner to exercise the right to purchase for the amount represented by one hundred percent (100%) of the transferor Limited Partner's capital account. The Limited Partner seeking to transfer or assign his limited partnership interest shall transfer such interest to the first partner, general or limited, making such offer.

8. The General Partner shall have the right, at any time, to withdraw from the partnership. Upon such withdrawal by the General Partner, the partnership shall not dissolve. Upon such withdrawal, the personal representative as appointed in the General Partner's Last Will and Testament shall serve as the successor temporary General Partner subject to the terms of the partnership agreement. Such personal representative shall serve as the temporary General Partner until such time that the Limited Partner agrees in writing as to whom shall serve as the new General Partner. However, if the Limited Partner does not so agree in writing within a period of one year as to the identity of the new General Partner, then the partnership shall dissolve and terminate. The amount the Limited Partner shall pay to the General Partner for the General Partner's partnership interest shall be the percentage of the fair market value of the partnership equal to the General Partner's percentage interest in profits of the partnership.

The Limited Partner shall have the right, at any time, to withdraw from the partnership. Upon the voluntary withdrawal of

the Limited Partner, the partnership shall pay to the Limited Partner for the Limited Partner's partnership interest the amount reflected in the capital account of the Limited Partner.

9. Any right of a partner to receive distributions of property, including cash, from the limited partnership is determined by reference to the drawing accounts. Individual drawing accounts shall be maintained for each partner. All withdrawals by a partner shall be charged to his drawing account. Withdrawals during the year shall be limited to such reasonable amounts as the General Partner, in the General Partner's sole discretion, shall reasonably determine.

10. Any right of a partner to receive, or of a General Partner to make, distributions to a partner which include a return of all or any part of the partner's contribution is determined by reference to the drawing accounts. Individual drawing accounts shall be maintained for each partner. All withdrawals by a partner shall be charged to his or her drawing account. Withdrawals during the year shall be limited to such amounts as the General Partner, in the General Partner's sole discretion, shall reasonably determine.

11. The happening of the following event will cause the limited partnership to be dissolved and its affairs wound up: voluntary dissolution by the partners.

12. The partnership has only one General Partner. Upon the withdrawal of the General Partner, the person named as personal representative by the General Partner's Last Will and Testament shall serve as the successor temporary General Partner, subject,

however, to the terms of the partnership agreement. Such person shall serve as the temporary General Partner until such time that the Limited Partner agrees in writing as to who shall serve as the new General Partner. However, if the Limited Partner does not so agree in writing within a period of one year as to the identity of the new General Partner, the partnership shall dissolve and terminate.

13. The General Partner is given the right to admit additional Limited Partners when and under such conditions as the General Partner, in the General Partner's sole discretion, shall reasonably determine.

14. No Limited Partner has a right or a priority over other Limited Partners as to contributions or as to compensation by way of income.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of MAY, 1988.

Melville W. Fisher II
Melville W. Fisher II, President
E.S.P., Inc.
General Partner

Eric Savage
Eric Savage
Limited Partner

STATE OF IDAHO)
) ss.
County of Ada)

I, Carole D. Cornelius, a notary public, do hereby certify that on this 5th day of May, 1988, personally appeared before me MELVILLE W. FISHER II, President of E.S.P., Inc., known or identified to me, who, being by me first duly sworn, declared that he is the person who signed the foregoing document on behalf of said corporation and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carole D. Cornelius
Notary Public for Idaho
Residing at Nampa, Idaho
Commission Expires 6/27/93

STATE OF Idaho)
) ss.
County of Ada)

I, Carole D. Cornelius, a notary public, do hereby certify that on this 5th day of May, 1988, personally appeared before me ERIC SAVAGE, known or identified to me, who, being by me first duly sworn, declared that he is the person who signed the foregoing document and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Carole D. Cornelius
Notary Public for Idaho
Residing at Nampa, Idaho
Commission Expires 6/27/93