

Doc 5 1504752

RESTATED CERTIFICATE OF LIMITED PARTNERSHIP
OF
NOORDA FAMILY PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Bannock)

We, the undersigned, desiring to set forth the Certificate of Limited Partnership of Noorda Family Partnership as it exists on this date do hereby certify to the Secretary of State of the State of Idaho that the following sets forth the Certificate of Limited Partnership of Noorda Family Partnership as of the date hereof and that the Restated Certificate of Limited Partnership supersedes the original Certificate of Limited Partnership and all amendments thereto.

1. The name of the partnership is Noorda Family Partnership.
2. The general nature of the partnership business shall be to own, lease and operate a warehouse, office and any other properties and related business, together with all required machinery and equipment of every name, nature and type, as well as engage in all other lawful business activities.
3. The principal place of business of the partnership is in Bannock County, Idaho.
4. The names and addresses of each general and limited partner are as follows:

<u>GENERAL PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
Donald E. Noorda	104 Valley View Drive Pocatello, Idaho 83201
Margaret R. Noorda	104 Valley View Drive Pocatello, Idaho 83201

LIMITED PARTNERS

PLACE OF RESIDENCE

Jan Noorda

~~13227 AMBAUM BLVD So. N. #302~~
~~221 North Asbury~~
~~Moscow, Idaho 83843~~ SEATTLE, WA 98146

D. Paul Noorda

~~729 Cypress~~ BUFFALO ROAD
Pocatello, Idaho 83201

James Noorda

104 Valley View Drive
Pocatello, Idaho 83201

Peter Noorda

~~1846 RANIER DRIVE~~
~~104 Valley View Drive~~
Pocatello, Idaho 83201

Joseph Noorda

104 Valley View Drive
Pocatello, Idaho 83201

5. The term of the partnership commenced on the 20th day of September, 1978, and shall continue indefinitely until terminated in the manner provided in the Articles of Partnership.

6. A description of the existing capital ownership of each partner is as follows:

<u>General Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Real Property Value</u>
Donald E. Noorda	50	5%	\$ 3,519.72
Margaret R. Noorda	50	5%	\$ 3,519.72
<u>Limited Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Property Contribution</u>
Jan Noorda	180	18%	\$ 12,677.40
D. Paul Noorda	180	18%	\$ 12,677.40
James Noorda	180	18%	\$ 12,677.40
Peter Noorda	180	18%	\$ 12,677.40
Joseph Noorda	180	18%	\$ 12,677.40
TOTAL	1000	100%	\$ 70,426.44

7. Net profits and net losses are to be ascertained through the use of standard accounting practices as applied by the appropriate accounting representative of the partnership.

The net profits and net losses of the partnership shall be divided among all partners in proportion to their partnership units, both limited and general. 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 contributions to the capital of the partnership, plus an amount equal to any of his undistributed profits which have been realized. The general partners, after giving effect to the losses chargeable against the limited partners as herein provided, shall bear all other partnership losses.

It is agreed and it shall be the policy of the Partnership that no limited partner shall be entitled to receive interest on his capital contribution to the partnership.

8. There is no agreement concerning the making of additional contributions by any limited partner, nor is there any agreement concerning the time when the contribution of any limited partner is to be returned.

9. A limited partner may substitute his spouse, children, issue, siblings, or any member of his family, or a trust, corporation, or legal entity created primarily for the benefit of such persons, without the consent or approval of the partners. Any other substitution of a limited partner requires the consent of a majority of the general partners.

10. Additional limited partners may be admitted only upon the consent of a majority of the general partners.

11. There are no priorities between the limited partners as to contributions or as to compensation by way of income.

12. In the event of the death or retirement of any general or limited partner, the partnership shall be dissolved, but the remaining partners shall have the right to continue the

partnership business by purchasing the deceased or retiring partner's interest in the partnership at a value to be determined by appraisal to be made by three appraisers.

13. The original Certificate of Limited Partnership was filed in the records of Bannock County on the 17th day of October, 1978.

DATED this 29th day of November, 1982.

GENERAL PARTNERS

Donald E. Noorda
Donald E. Noorda

Margaret R. Noorda
Margaret R. Noorda

Subscribed and sworn to before me this 29th day of November, 1982.

(seal)

Ruby Baker
Notary Public for Idaho
Residing at: Bozette
My Commission Expires: 10/16/84