

JUL 28 3 59 PM '88

SECRETARY OF STATE

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
IDAHO PUBLISHING LIMITED PARTNERSHIP**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, desiring to form a limited partnership pursuant to the laws of the state of Idaho, certify as follows:

I.

The name of the limited partnership shall be Idaho Publishing Limited Partnership ("the Partnership").

II.

The purpose and business of the Partnership shall be any business which may lawfully be conducted by a limited partnership organized pursuant to Idaho Code Section 53-201 et. seq., including without limitation, the ownership, operation and management of publishing and related facilities, the entering into of any partnership, joint venture or other similar arrangement to engage in the foregoing business or the ownership of interest in any entity engaged in any such business and anything incidental or necessary to such business.

III.

The address of the initial registered office of the Partnership, and the name of the initial registered agent at such address is Richard A. Smith, 5225 Irving Street, Boise, Idaho 83706.

IV.

The name and business address of each general partner is:

NAME: Idaho Publishing Company, Inc.

ADDRESS: 5225 Irving Street, Boise, Idaho 83706.

The name and business address of each limited partner is:

NAME: John D. Mattus

ADDRESS: 5225 Irving Street, Boise, Idaho 83706.

V.

The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner is:

	<u>Cash</u>	<u>Agreed Value of Property</u>	<u>Description of Property</u>
Idaho Publishing Company, Inc.		\$100	Services
John D. Mattus	\$100		

VI.

No additional capital contribution is required to be made by either partner.

VII.

No limited partner may assign or substitute an assignee in his place as a substitute limited partner without the prior written consent of the general partner.

VIII.

The Partnership may admit one or more additional limited partners to the Partnership in return for capital contributions.

IX.

No limited partner has any priority over any other limited partner as to contributions or as to compensation by way of income. The remaining general partner or general partners shall continue the business upon the death, retirement or insanity of a general partner.

X.

No limited partner has a right to receive any property other than cash in return for his capital contribution.

XI.

The liability of each limited partner shall be limited to his capital contribution. No limited partner shall have any other liability to contribute money to, or in respect of the liabilities or obligations of, the partnership, nor shall any limited partner be personally liable for any obligation of the partnership. No limited partner shall be obligated to make loans to the partnership.

XII.

The term of the Partnership shall commence as of the date hereof and shall continue until December 31, 2018, unless the Partnership is sooner dissolved upon:

- i) The removal or withdrawal of a general partner who is at that time the sole general partner;
- ii) Bankruptcy, death, dissolution, or adjudication of incompetency of a general partner who is at that time the sole general partner;
- iii) The passage of 90 days after the sale or other dispossession of all the real property and all other assets acquired by the Partnership; or
- iv) Any other event causing the dissolution of the Partnership under the laws of the state of Idaho.

WHEREFORE, the undersigned have executed this certificate as of the 28th day of July, 1988.

IDAHO PUBLISHING COMPANY, INC.
General Partner

By Bart L. Kline
Barton L. Kline
Attorney-in-Fact

John D. Mattus
Limited Partner

By Bart L. Kline
Barton L. Kline
Attorney-in-Fact