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CENTRAL IDAHO EQUITIES  
LIMITED PARTNERSHIP  
AGREEMENT

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SECRETARY OF  
STATE

THIS AGREEMENT of Limited Partnership is effective  
of this 30 day of December, 1982, by and between  
Dike E. Williams, as General Partner, and *the signors*  
*as included in this document (see notary's signature*  
*section)*

as Limited Partners, whereby the parties have formed a  
Limited Partnership pursuant to the Uniform Limited Partner-  
ship Act of the State of Idaho.

W I T N E S S

WHEREAS, The parties are desirous of establishing the  
business known and designated as Central Idaho Equities; and

WHEREAS, The nature of this business will be heavy  
equipment leasing; and

WHEREAS, The parties are desirous of operating the  
business as a Limited Partnership; and

WHEREAS, Dike E. Williams is willing to serve as the  
General Partner of a Limited Partnership; and

WHEREAS, The Limited Partners are desirous of making a  
capital contribution for their Limited Partnership interest;  
and

WHEREAS, Dike E. Williams contributed 100,000 shares of First Eagle Corp. common stock and the limited partners have contributed a minimum of \$3,000 (three thousand dollars) per share.

NOW, THEREFORE, For and in consideration of the terms and conditions contained herein the following persons *as included in notary signature of partners section*

agree as follows:

1. Formation. The parties hereto have agreed to and by this agreement do hereby form a Limited Partnership pursuant to the provisions of Chapter 2, Title 53, of the Idaho Code, commonly known as the Uniform Limited Partnership Act.

2. Name. The name of this partnership is Central Idaho Equities, <sup>LIMITED PARTNERSHIP</sup> hereafter known as C.I.E. Upon the execution of this Agreement (or upon a subsequent change in the membership of this partnership), the partners shall sign, cause to be filed in the County in which the principal place of business of the partnership is situated, a Certificate of Assumed Business Name setting forth the name and residence of each partner, as required by Idaho Code Section 53-501.

3. Principal Place of Business. The principal place of business of this partnership shall be located at 205 N. 10th St., Suite 416, Boise, Idaho 83702. The business of the partnership may also be conducted at such other additional place or places as may be designated by the general partner.

4. Purposes and Powers. The partnership shall engage in the leasing of heavy equipment. The general partner shall have such powers as are reasonable and necessary to fulfill the purposes of this partnership.

5. Certificate of Limited Partnership and Other Instruments. On the effective date, or as soon after as practicable, the partners shall execute and file a Certificate of Limited Partnership in accordance with Idaho Code Section 53-202, and shall execute such other documents and instruments and shall take such other action as may be deemed by the general partner to be necessary or appropriate to effectuate and permit the formation and operation of the partnership under the laws of the State of Idaho. The general partner shall from time to time take appropriate action, including the preparation and filing of such amendments to the Certificate of Limited Partnership and such other documents and instruments as may be required, to maintain the partnership as a Limited Partnership under the laws of the State of Idaho and to enable the partnership to do business in the State of Idaho. The limited partners shall execute such documents and instruments and shall take such other action as may be necessary to enable the general partner to fulfill his responsibilities under this Section.

6. Term of the Partnership. The partnership shall come into existence on the effective date of this Agreement and shall continue until terminated as hereinafter provided in this Agreement.

7. Tax Accounting Methods. For Federal, State and local tax purposes, the partnership shall use the cash basis method of accounting for each calendar year. The accounting records shall be closed and balanced at the end of each such year. Any partner, general or limited, or their duly authorized representative, shall have reasonable access to the accounting records of the partnership during the regular business hours of the partnership.

8. Bank Accounting Methods. The partnership shall keep its books and records for partnership purposes in accordance with generally accepted accounting practices used by the partnership for federal income tax purposes. The general partner shall provide to the limited partners the necessary information on the partnership's taxable income or loss in each class of income, gain, loss, or deduction. This information shall be furnished to the limited partner within ninety (90) days after the close of the partnership's taxable year.

9. General Authority. The general partner shall have full, exclusive and complete discretion in the management and control of the business and affairs of the partnership and shall have, in addition to those powers and rights expressly granted in the Agreement, all the powers and

rights of a general partner of a limited partnership organized under the Idaho Uniform Limited Partnership Act.

10. Particular Authority of General Partner.

A. In connection with managing and controlling the business and affairs of the partnership, the general partner shall have the authority, on behalf of the partnership and without limitation to do the following:

(a) To purchase liability and other insurance to protect the partnership's assets and business operations and determine to what extent to insure against risks customarily encountered in such business.

(b) To admit at any time any assignee as a substitute limited partner in accordance with the provisions of this Agreement.

(c) To purchase or lease equipment of any kind for partnership purposes and from any source, regardless of whether the general partner shall profit therefrom.

(d) To hire, employ, retain or otherwise secure employees, attorneys, accountants and other independent contractors or personnel necessary or appropriate to carry out the purposes of the partnership upon the terms, conditions, and costs as the general partner may determine.

(e) To hold the partnership assets in the name of the partnership.

(f) To sue and be sued, and complain and defend in the name and on behalf of the partnership and to settle, adjust, compound, submit to arbitration and compromise all actions,

suits, accounts, reckonings, claims and demands whatsoever now or hereafter pending between the partnership and any other party.

(g) To pay out of the partnership funds any and all partnership costs and expenses.

(h) To take all other action, to enter into all other agreements and transactions with any other parties, including the general partner, regardless of whether the general partner shall profit therefrom, and execute all other documents or instruments of any kind, without the joinder of any other party, which the general partner may deem necessary or appropriate in carrying out the purposes of the partnership.

B. Without limiting the generality of the foregoing, the general partner shall manage and supervise the business of the partnership. The general partner may receive no compensation from the funds or accounts of C.I.E. for services rendered.

11. No Liability for Certain Acts or Omissions. The general partner shall not be liable, responsible or accountable in damages or otherwise to a limited partner for any acts performed by him, or for any non-action or failure to act, within the scope of authority conferred on him by this Agreement or by law or for losses caused by errors in judgment or the failure to exercise ordinary skill and care in the operation and management of the partnership business, except for acts of malfeasance. Without limiting the generality of the foregoing, it is expressly agreed that the

general partner shall not be personally liable for the return of the capital or any other contribution of a limited partner, or any portion thereof, but, on the contrary, any such return shall be made solely from partnership assets.

12. Bank Account. Partnership funds shall be deposited in the name of the partnership in one or more banks to be designated by the general partner and shall be withdrawn upon the signature of the general partner.

13. Allocation of Time to Partnership Business. The general partner is required to devote to the business of the partnership the time and attention as he, in his sole discretion, shall feel is required for the successful completion of the partnership business.

Nothing in this Agreement shall be deemed to prohibit the general partner from engaging in or owning an interest in other business ventures, whether or not the limited partners or the partnership have an interest therein and neither the partnership nor the limited partners shall have any right by virtue of this Agreement in such business ventures or any income or profits derived therefrom.

14. Organizational and Operational Expenses. All expenses incurred in the formation and operation of the partnership, conduct of its business and the fulfillment and exercise of its purpose and powers shall be borne by the partnership, including but not limited to the following:

(a) Any costs (including legal, accounting and printing fees) of organizing the partnership and maintaining it in good standing;

(b) Expenses incurred in the management and control of the business and affairs of the partnership as set forth in Sections 9 and 10 above; and

(c) All reasonable transportation, lodging, entertainment and other traveling expenses and telephone, telegraph and other communication expenses incurred in connection with the partnership business.

15. Initial Capital Contribution.

(a) The general partner shall contribute to the initial capital of the partnership the form of 100,000 shares of First Eagle Corp. stock represented by the transfer of said stock to the partnership. Each limited partner shall contribute to the initial capital of the partnership the sum of a minimum of \$3,000.00 in cash. The interests in this partnership of the general partner and the limited partners shall be non-assessable.

(b) If at any time during the term of the partnership, the contribution of a partner for an interest in the partnership is made with consideration consisting of property with an adjusted basis to the partner which is more or less than the fair market value at which it is accepted by the Partnership at the time of its contribution, then solely for the purpose of computing the taxable income or loss of the partnership, any gain or loss with respect to the contributed property shall be allocated to the contributing partner to take into account the variation between the basis of the property to the partnership and its fair market value at the



time of the contribution. It is the intention of the partners by this provision to take advantage of the election authorized by Section 704(c) (2) of the Internal Revenue Code, and all computations for tax purposes with respect to such contributed property shall be made in accordance with regulations issued under the authority of that section. Irrespective of the provisions of this paragraph, the fair market value at which any such contributed property is accepted by the partnership shall be used for computing the distributive share of each partner and any necessary adjustments in the capital accounts of each.

(c) If at any time during the term of the partnership the contribution of a partner for an interest in the partnership or the purchase by a partner of an interest in the partnership is made with consideration consisting of cash or other property with a fair market value which is more or less than the proportionate share of the basis of the partnership's assets which that contribution or purchase entitles that partner, then solely for the purpose of computing the taxable income or loss of the partnership and that partner, the basis of the partnership's property, and the depreciation thereon, shall be adjusted with respect to this partner to reflect this difference between the fair market value and basis. It is the intention of the partners by this provision to take advantage of the election authorized by Sections 754 and 743 of the Internal Revenue Code, and all computations for tax purposes with respect to such contributed property shall be made in accordance with regulations issued under

the authority of that section. Irrespective of the provisions of this paragraph, the fair market value at which any such contributed property is accepted by the partnership shall be used for computing the distributive share of each partner and any necessary adjustments in the capital accounts of each.

16. Capital Accounts. An individual capital account shall be maintained for each partner. The capital interest of each partner shall consist of his original contribution of capital, increased by additional capital contributions and decreased by (a) distributions and reduction of partnership capital and (b) his share of partnership losses. Loans or advances by any partner to the partnership made on or subsequent to the date hereof shall not be considered contributions to the capital of the partnership.

No partner shall be entitled to interest on his capital contributions or on his capital account. No partner shall be entitled to withdraw any part of his capital or to receive any distribution from the partnership, except as provided in this Agreement, and no partner shall be required or entitled to make any additional capital contributions unless otherwise agreed among all the partners.

17. Ratios of Partners' Capital Accounts. Capital accounts of the partners shall be maintained at all times in the proportions of their interests in profits or losses of the partnership.

18. 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 amounts as the general partner, in his sole discretion, shall determine; provided, that total withdrawals during the year shall be made by the partners in the proportion of their partnership interests, and in no event may withdrawals by any partner exceed the credit balance in that partner's drawing account. Each partner's share of partnership profits shall be credited to his drawing account. Withdrawals must be made in accordance with attached distribution of assets information.

19. Balances in Drawing Accounts. A credit balance in a partner's drawing account shall constitute a liability of the partnership to that partner; it shall not constitute a part of that partner's interest in the capital of the partnership.

20. Profits and Losses. The net profits of the partnership shall be allocated among the partners as follows:

General Partner

*Dike Williams*

Limited Partners

*J. Anderson et al as included in notary signature of partners section*

Number of Limited Partnership Interests

The net losses of the partnership shall be allocated among the partners in each fiscal year in the same manner as net profits.

Profits of the partnership shall be distributed to the partners annually, or more often in the sole discretion of the general partner. Distributions of the profits shall be made to the partners in the proportion of their interest in profits. The general partner shall provide a financial statement of the financial affairs of the partnership on a calendar year basis to each limited partner.

21. Interest and Capital of Limited Partners. The limited partners shall contribute to the capital of the partnership in accordance with the terms and provisions of this Agreement. The partnership interest of a limited partner shall from time to time be appropriately adjusted to reflect changes resulting from any transfer of his interest in the partnership or from the termination of his partnership interest.

22. Liabilities of Limited Partners. The limited partners shall have no personal liability with respect to expenses, liabilities or obligations of the partnership.

23. No Interference With Management. The limited partners shall not take part in the management or control of the business of the partnership or have authority to take any action on behalf of, or to bind the partnership.

24. Withdrawal of Limited Partner; Return of Capital. The limited partners shall not be entitled to withdraw from

the partnership except by assigning his interest in the partnership in accordance with the terms of this Agreement, and the limited partners hereby waive any right they may have to demand the return of their capital, as provided in Section 53-216 of the Idaho Code. The limited partners shall not receive any interest on their capital, or be entitled to demand or receive, during the term of the partnership, the return of any part of their capital except as provided in this Agreement. The limited partners shall not have the right to bring an action for partition against the partnership. The limited partners shall not have the right to demand or receive property other than cash in return for their contributions.

25. Other Business Activities of Limited Partner.

Nothing in this Agreement shall be deemed to prohibit a limited partner from engaging in or owning an interest in other business ventures of every kind and description, whether or not the general partner or the partnership have an interest therein, and neither the partnership nor any of the partners shall have any rights by virtue of this Agreement in such business ventures or in the income or profits derived therefrom.

26. Assignment of General Partners' Interest. The general partner shall be able to sell, assign, or otherwise dispose of all or any portion of his interest as general partner in the partnership under whatever terms and conditions the general partner may decide, except as otherwise restricted by the terms and conditions of this Agreement.

27. Assignment By Limited Partner. The partnership interest of the 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 except that a limited partner may assign a part of his partnership interest to a member of his family by blood, marriage, or adoption;

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

(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 Agreement, shall be admitted as a substituted limited partner upon his payment of the reasonable costs, if any, of effecting such admission.

28. Partnership's First Right of Purchase. After a limited partner has requested written consent to transfer or assign his partnership interest pursuant to Section 27 above, the partnership shall have the right to purchase the limited partner's partnership interest within sixty (60) days under the following terms and conditions:

(a) No limited partner shall have the right to transfer his interest for one (1) year from the date of this Agreement.

(b) If a limited partner requests consent for transfer or assignment of his limited partnership after one (1) year from the date of this Agreement, the partnership shall have the right to purchase the limited partner's partnership interest by paying the partner the fair market value of his partnership interest.

(c) Upon the death of a limited partner, the partnership shall have the right to purchase the limited partner's partnership interest by paying the partner's estate the fair market value for such interest.

(d) If under any provision of this Agreement, the partners are unable to agree upon the fair market value of the partnership, the partners shall agree among themselves and select an appraiser (who is a member of the Appraisal Institute) to determine the fair market value of the partnership and be bound by such determination. In the event the partners are unable to agree upon an appraiser to determine the fair market value of the partnership, the withdrawing partner(s) or his legal representative shall select an appraiser, the remaining partner(s) or his legal representative shall select an appraiser and the appraisers so selected shall select a third appraiser (a member of the Appraisal Institute) who shall determine the fair market value of the partnership and whose determination shall be binding upon the partnership. The cost of the appraisal which

determines the fair market value shall be borne by the partnership.

The fair market value shall be paid to the withdrawing partner or his legal representative over a period of two (2) years in annual installments amortized over those two (2) years. Interest shall accrue on the unpaid balance at the prime rate as determined by the Idaho First National Bank, N.A. of Boise, Idaho, and as adjusted annually. Interest for the first year shall be the prime rate as thus determined as of the date of death or other withdrawal of the partner and shall accrue from that date. This interest rate shall be adjusted after the first year and on the same date of each successive year, and the annual payments for each such year shall be adjusted in order to amortize the principal balance over the two-year period. The obligation to make these payments shall be evidenced by a promissory note, which shall be unsecured, shall provide for the reasonable attorney fees to the prevailing party in the event suit or action is filed to enforce the provisions thereof, and shall provide that the partnership may make larger payments or may make payments sooner than required or may pay off the entire unpaid principal balance due and owing at any time.

(e) 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 Agreement.



29. Cross - Purchase Agreement. If a limited partner requests consent for transfer or assignment of his limited partnership interest and the partnership fails to exercise the first right of purchase set forth in Section 28 above, any partner, general or limited, shall have the right to purchase the limited partner's partnership interest within thirty (30) days following the failure of the partnership to exercise the right to purchase by paying the partner the fair market value of his partnership interest in the manner and by the methods set forth in Paragraph 28(d). The limited partner seeking to transfer or assign his limited partnership interest shall transfer such interest to the partner, general or limited, who desire to purchase his interest and if more than one partner desires to purchase such interest then the limited partner shall transfer such interest to each of said partners in equal proportions.

30. Death or Withdrawal of a General Partner. The partnership shall dissolve upon the withdrawal or any act of insolvency on the part of the general partner. The partnership shall thereafter conduct only activities necessary to wind up its affairs and liquidate, unless within ninety (90) days after one of these events, a majority of the limited partners elects in writing to continue the business of the partnership in a reconstituted partnership consistent with the terms and conditions set forth in this Agreement. The amount the limited partners 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 in the manner and by the methods set forth in Paragraph 28(d).

31. Death of Individual Limited Partner. The death of a limited partner shall not dissolve the partnership. In the event of such death, the legal representative of the deceased limited partner or the legal representative's successor in interest to the limited partnership interest shall be deemed to be the assignee for the entire partnership interest of the deceased limited partner and shall be admitted as a substituted limited partner upon payment of the reasonable costs, if any, of affecting such admission. The estate and/or successor in interest of the limited partner shall be liable for all of his liabilities and obligations to the partnership as a limited partner.

It is hereby further understood and agreed that upon the death of a limited partner, the partnership shall have the option to purchase the limited partner's interest for the fair market value of such interest in the manner and by the methods set forth in Paragraph 28(d). This option shall be exercised by the general partner within ninety (90) days from the date of death of the limited partner.

32. Sale of Partnership. The general partner shall not have the right to sell the business of the partnership or substantially all the assets thereof without the consent in writing of two-thirds (2/3) of the interests, general and

limited. Upon the sale of the business of the partnership or substantially all the assets thereof, the partners shall receive for thier partnership interests an amount of the total net sale proceeds and interest thereon, if any, equal to their individual percentage interests in the profits of the partnership. The partners, general and limited, shall receive their share of the net sale proceeds when paid and in the manner and under the terms of the sale arrangements as their proportionate interest in the net sale proceeds and interest thereon, if any, are determined under this Section.

33. Gains or Losses in Process of Liquidation. Any gains or losses in the disposition of the partnership property in liquidation shall be credited or charged to the partners in the proportion of their interest in profits or losses as specified in this Agreement. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds distributed. The difference between the value of the property distributed in kind and its book value shall be treated as gain or loss on sale of the property and shall be credited or charged to the partners in the proportion of their interest in profits or losses as set forth in this Agreement.

34. Income Tax Incidents of Payments. It is the intention of the parties hereto that all amounts payable by the partnership under this Agreement for the interest of a partner, shall constitute payment for the interest in part-

nership property. The payment shall be considered a distribution of partnership property under Section 736(b) of the Internal Revenue Code; or its equivalent Section as the same may be amended from time to time and not a payment of income under Section 736(a) of the Internal Revenue Code.

35. Covenant to Sign Documents. Each party hereto covenants on behalf of himself, his successors, and assigns, to sign any and all documents and writings which may be necessary or expedient in the creation of the partnership and the achievement of its purposes, specifically including the Certificate of Limited Partnership and all amendments thereto, as well as any cancellation thereof.

36. Notices. All notices which any of the parties may desire or require to be given any of the other parties shall be in writing and shall be given either personally or by prepaid certified mail, directed to the parties respective addresses as shown in the Certificate of Limited Partnership, or as later entered upon the book of the partnership pursuant to written notification to the general partner, signed by the party concerned.

37. Amendment. This partnership Agreement may be amended by a written agreement executed by the general partner and all limited partners, and such amendment shall be effective as of the date an amendment to the Certificate of Limited Partnership reflecting such amendment is filed in the manner set forth herein.

38. Entire Agreement. This Agreement contains the entire agreement among the parties and supersedes all prior

writings or representations.

39. Gender and Number Clause. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, each shall be deemed to include the other whenever the context so indicates.

40. Binding Affect. This Agreement shall be binding upon the heirs, administrators, executors, successors and assigns of any interest of the respective parties hereto.

41. Governing Law. The laws of the State of Idaho shall govern all matters with respect to this Agreement, including all matters relating to formation, construction and performance of this Agreement.

IN WITNESS WHEREOF, The parties have hereunto set their hands the day and year first above written.

ALL PARTNERS' BUSINESS  
ADDRESS IS 205 N. 10 BOISE  
IDAHO (SUITE 416) FOR PURPOSES  
OF LTD PARTNERSHIP BUSINESS,

ALL LIMITED PARTNERS  
ARE EQUAL PARTNERS IN  
ALL PROFITS AND LOSSES AND CAPITAL  
OF PARTNERSHIP AS PER  
IDAHO LAW AND THIS  
AGREEMENT. THE GENERAL  
PARTNER HAS A ONE  
PER CENT INTEREST (1%)  
IN THE PROFITS, LOSSES AND  
CAPITAL OF THIS LIMITED  
PARTNERSHIP.

GENERAL PARTNER AND REGISTERED AGENT <sup>DN</sup>

Nike Williams

LIMITED PARTNERS

Jerome Anderson JEROME ANDERSON

Patricia Hernal PATRICIA HERNAL

Lilli Delyea LILLI DELVEA

Russell Brooks RUSSELL BROOKS

Wayne L. Ellis WAYNE ELLIS

Oran Paulson ORAN PAULSON

Sheryl Blades SHERYL BLADES

Phillip B. Colton PHILLIP B. COLTON