

CERTIFICATE OF LIMITED PARTNERSHIP

OF

38 SEP 7 8 48

USA-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 USA-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, 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 the general partner is:

NAME: USA-Idaho Publishing Company, Inc.

ADDRESS: 5225 Irving Street, Boise, Idaho 83706.

The name and business address of each limited partner is:

NAME: Keith K. Pennington

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> |
|------------------------------------|-------------|---------------------------------|--------------------------------|
| USA-Idaho Publishing Company, Inc. | | \$100 | Services |
| Keith K. Pennington | \$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 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 income. The remaining general partner or general partners shall continue the business upon 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 the 1st day of September, 1988.

USA-Idaho Publishing
Company, Inc.
General Partner

By: 

John D. Mattus
President


Keith K. Pennington
Initial Limited Partner

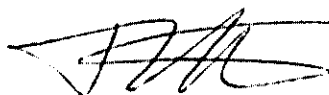
CONSENT TO USE OF NAME

Idaho Publishing Company, Inc., a corporation organized under the laws of the State of Idaho, and Idaho Publishing Limited Partnership, a limited partnership organized under the laws of the State of Idaho, hereby consent to the corporation of USA-Idaho Publishing Company, Inc. and the limited partnership of USA-Idaho Publishing Limited Partnership in the State of Idaho.

IN WITNESS WHEREOF, the said Idaho Publishing Company, Inc. and Idaho Publishing Limited Partnership have caused this consent to be executed by its President and General Partner, respectively, and attested by their respective Secretaries this 1st day of September, 1988.

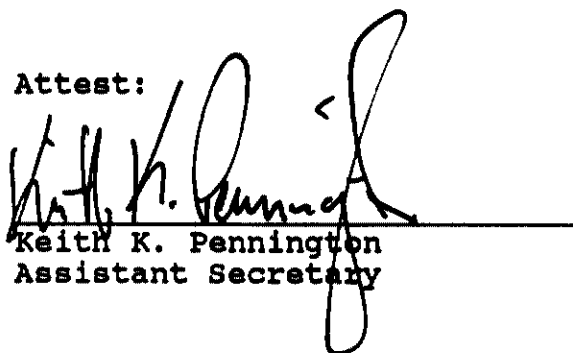
Idaho Publishing Company, Inc.

By:



John D. Mattus
President

Attest:

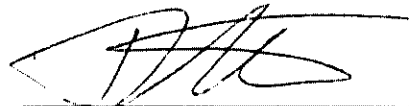


Keith K. Pennington
Assistant Secretary

Idaho Publishing Limited
Partnership

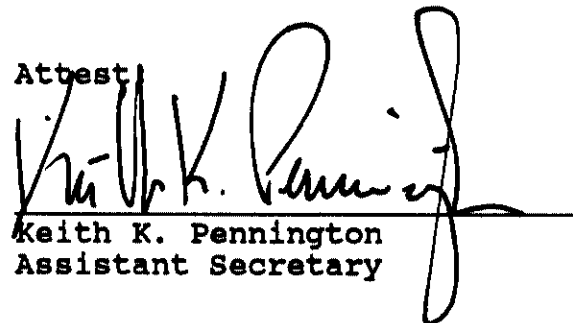
By: Idaho Publishing
Company, Inc.
General Partner

By:



John D. Mattus
President

Attest:



Keith K. Pennington
Assistant Secretary