

# State of Idaho

## Department of State.

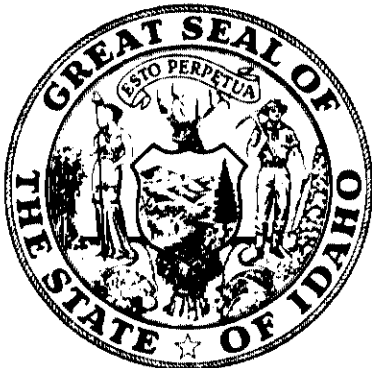
### CERTIFICATE OF REGISTRATION OF

CERTIFIED MANAGEMENT SERVICES LTD.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of CERTIFIED MANAGEMENT SERVICES LTD. for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to CERTIFIED MANAGEMENT SERVICES LTD. to transact business in this State under the name DATA-COMP LTD., A LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application for Registration.

Dated December 14, 1983.



*Pete T. Cenarrusa*

SECRETARY OF STATE

by: \_\_\_\_\_



8. (Continued)

Name	General or Limited	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated 12-13- \_\_\_\_\_, 1983.

By DK Murphy  
A General Partner

STATE OF Idaho )  
COUNTY OF Ada ) ss:

I, Marilyn A. Johnson, a notary public, do hereby certify that on this 13th day of December, 1983, personally appeared before me A. K. Murphy, who being by me first duly sworn, declared that he is a general partner of State-Comp Les.

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.

Marilyn A. Johnson  
Notary Public



## Department of Commerce Corporation Division

*I, Frank J. Healy, Corporation Commissioner and Custodian of the Seal of the Corporation Division of the Department of Commerce of the State of Oregon, do hereby certify that I have carefully compared the annexed copies*

*with the record now on file in my office, and that the same is a correct transcript therefrom, and of the whole thereof. I further certify that this authentication is in due form and by the proper officer.*

**In Testimony Whereof,** *I have hereunto set my hand and affixed hereto the seal of the Corporation Division of the Department of Commerce of the State of Oregon this 8th day of December, 19 83.*



**Frank J. Healy**

*Corporation Commissioner*

By *Betty L. Cozley*

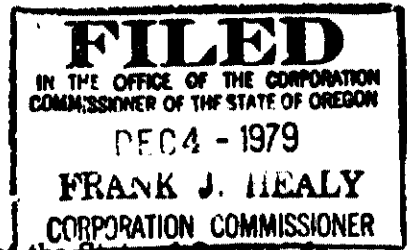
LP-2397  
FILE NO. 2397

814-200 LP-1

10-79

Submit original only

Filing Fee: \$25.00



### Certificate of Limited Partnership

We, the undersigned, desiring to form a limited partnership pursuant to the laws of the State of Oregon, do hereby subscribe and verify, in duplicate, the following certificate for that purpose:

I

The name of the limited partnership is:

CERTIFIED MANAGEMENT SERVICES LTD.

II

The character of the business to be transacted is that of:

Primary: Management, Consulting and Accounting Services

Secondary: Investment and other legal Enterprises

III

The location of the principal place of business is at .....

915 NW Grant Corvallis, Ore. 97330

(Street and number)

(City and State)

IV

The address (including street and number, if any) of its initial registered office in the State of Oregon is

915 NW Grant Corvallis, Ore. 97330

P.O. Box 383

(Zip Code)

and the name of its initial registered agent in the State of Oregon at that address is .....

R.G. Murphey

V

The undersigned general partners each designate the initial registered agent of the limited partnership and any successor registered agent as their personal registered agent and attorney upon whom any process, notice or demand may be served which arises out of the conduct of the partnership affairs and which is required or permitted by law to be served upon a general partner.

VI

The term for which the partnership is to exist: Perpetual

VII

The name and place of residence of each member of the partnership and whether such member is a general or limited partner:

Name	Place of residence (street and address)	General or Limited
Triple "M" Services Inc.	211 Oregon Pioneer Bl. Portland Ore.	General
Chris A. Murphey	211 Oregon Pioneer Bl. Portland Ore.	Limited
Celeste M. Brown	32948 Brewster Rd. Lebanon, Ore.	Limited
Rand E. Murphey	211 Oregon Pioneer Bl. Portland Ore.	Limited
Nathan W. Murphey	" " " " "	"
Shannon R. Murphey	same	"
Allison D. Murphey	same	"
Ryan P. Murphey	same	"
Jared M. Murphey	same	"
Adam P. Murphey	same	"

VIII

The amount of cash and a description of and the agreed value of any other property, and the agreed value of services, contributed by each limited partner:

Name	Cash	Property and/or Services
Celeste M. Brown	500.00	None
Chris Murphey	500.00	None
Rand E. Murphey	500.00	None
Nathan W. Murphey	500.00	None
Shannon R. Murphey	500.00	None
Allison D. Murphey	500.00	None
Ryan P. Murphey	500.00	None
Jared M. Murphey	500.00	None
Adam P. Murphey	500.00	None

IX

The additional contributions of cash or property, if any, agreed to be made by each limited partner and the times at which or events on the happening of which they shall be made:

Name	Date (and/or Event)
None	

X

The time, if agreed upon, when the contributions of each limited partner shall be returned:

Not to be returned except as set out in Ors. 69.320

XI

The share of the profits or other compensation by way of income which each limited partner shall receive by reason of his contribution shall be:

Name	Share and/or other compensation
Celeste M. Brown	5.4%
Chris A. Murphey	5.4%
Rand E. Murphey	5.4%
Nathan W. Murphey	5.4%
Shannon R. Murphey	5.4%
Allison D. Murphey	5.4%

Ryan P. Murphey  
Jared M. Murphey  
Adam P. Murphey

5.4%  
5.4%  
.4%

## XII

Set forth the right, if given, of a limited partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution:

Eachh limited partner has the exclusive right to assign the income of his partnership to whomever he or she may. No other rights are granted.

## XIII

Set forth the right, if given, of the partners to admit additional limited partners; or the right, if given, of the general partners to admit additional limited partners:

The general partner has the exclusive right to admit one additional with the consent of the majority of the limited partners thereby adjusting the ownership share to 4.9% each. There shall be no more than 10 limited partners at one time.

## XIV

Set forth the right, if given, of one or more of the limited partners to priority over other limited partners, as to contributions or as to compensation by way of income, and the nature of such priority:

No rights.

## XV

Set forth the right, if given, of the remaining general partner or partners to continue the business on the death, retirement or insanity of a general partner:

No rights.

XVI

Set forth the right, if given, of a limited partner to demand and receive property other than cash in return for his contribution: No Rights.

XVII

Set forth the right, if given, of a limited partner to vote upon any matter affecting the basic structure of the partnership indicating the vote required for election or removal of general partners, dissolution of the partnership, amendment of the partnership agreement, sale, pledge or other transfer of all or substantially all of the assets of the partnership, or to cause other action to be effective as to the limited partnership:

Rights in all matters set for in section XVII are retained by the General Partner, Limited Partners have only the rights awarded to them under 69.40 Ors.

XVIII

Set forth the right, if given, of a general partner to exercise a power of attorney to sign on behalf of a limited partner a certificate of limited partnership or amendments thereto:

General Partner has power of attorney rights pertaining to signatory authority for or in behalf of any limited partner.

We the undersigned, declare under the penalties of perjury, that we have examined this Certificate of Limited Partnership and to the best of our knowledge and belief it is true, correct and complete.

Robert M. Brown  
Chris A. Murphy  
Rand E. Murphy  
Nathan W. Murphy  
Shannon R. Murphy

Allison D. Murphy  
Ryan P. Murphy  
Jared M. Murphy } by R. Murphy  
Adam P. Murphy } parent

Dated November 28, 1979



# State of Oregon

SECRETARY  
STATE

## Department of Commerce Corporation Division

I, Frank J. Healy, Corporation Commissioner and Custodian of the Seal of the Corporation Division of the Department of Commerce of the State of Oregon, do hereby certify that I have carefully compared the annexed copies

with the record now on file in my office, and that the same is a correct transcript therefrom, and of the whole thereof. I further certify that this authentication is in due form and by the proper officer.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the seal of the Corporation Division of the Department of Commerce of the State of Oregon this 14th day of December, 19 83.



Frank J. Healy

Corporation Commissioner

By Betty L. Cozby

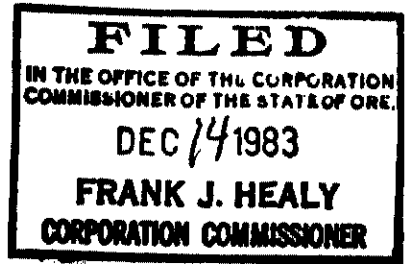
FILE NO. LP-2397

AMENDED

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CERTIFIED MANAGEMENT SERVICES LTD.



STATE OF OREGON        )  
                               )SS:  
 COUNTY OF MALHUR     )

The undersigned, parties desiring to amend a limited partnership agreement, do hereby swear and certify as follows:

a) The name of the Partnership is Certified Management Services Ltd., a Limited Partnership.

b) The character if the business of the Partnership shall be to provide management services as well as the managing of real property, and to engage in any and all other lawful business activities permitted under the laws of the State of Oregon.

c) The location of the principal place of business of the partnership is Rt.1 Box 713 Nyssa, Or. 97913.

d) The names and places of residence of the general partners is as follows:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
Donald K. Murphey	Rt. Box 158 Payette, Idaho 83661
Ruth G. Murphey	Rt. Box 158 Payette, Idaho 83661

e) The names and places of residence of each of the limited partners in the partnership is as follows:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
Ruth G. Murphey	Rt. Box 158 Payette, Idaho 83661
Merlyn Skeen	Route 1, Box 713 Nyssa, Oregon 97913
D. Kevin Murphey	325 West 330 South American Fork, Utah 84003
Chris Murphey	502 Upper River Road Gold Hills, Oregon 84057

Ruth G. Murphey as Trustee for Rand Murphey	P.O. Box 158 Payette, Idaho 83661
Ruth G. Murphey as Trustee for Nathan Murphey	P.O. Box 158 Payette, Idaho 83661
Ruth G. Murphey as Trustee for Shannon Murphey	P.O. Box 158 Payette, Idaho 83661
Ruth G. Murphey as Trustee for Allison Murphey	P.O. Box 158 Payette, Idaho 83661
Ruth G. Murphey as Trustee for Ryan Murphey	P.O. Box 158 Payette, Idaho 83661
Ruth G. Murphey as Trustee for Ryan Murphey	P.O. Box 158 Payette, Idaho 83661
Ruth G. Murphey as Trustee for Jared Murphey	P.O. Box 158 Payette, Idaho 83661
Ruth G. Murphey as Trustee for Adam Murphey	P.O. Box 158 Payette, Idaho 83661

f) The term for which the partnership is to exist is for one year after organization and thereafter from year to year until terminated as provided by law or as provided by the Articles of Limited Partnership.

g) The amount of cash contributed by Ruth G. Murphey as Limited Partner was \$10,000 and each of the other Limited Partners received their respective interest as a gift from Ruth G. Murphey.

h) No additional contribution has been agreed upon to be made by any limited partner at the present time.

i) The contribution of any limited partner is to be returned at the end of any accounting year after at least 12 months prior written notice or upon termination and liquidation of the partnership.

j) The share of the profits, or the other compensation by way of income, which each of the limited partners shall receive by reason of his or her contribution is as follows:

LIMITED PARTNERS

Ruth G. Murphey	31 %
Merlyn Skeen	4.9%
D. Kevin Murphey	4.9%
Chris Murphey	4.9%
Ruth G. Murphey, as Trustee for Rand Murphey	4.9%
Ruth G. Murphey, as Trustee for Nathan Murphey	4.9%
Ruth G. Murphey, as Trustee for Shannon Murphey	4.9%
Ruth G. Murphey, as Trustee for Allison Murphey	4.9%
Ruth G. Murphey, as Trustee for Ryan Murphey	4.9%
Ruth G. Murphey, as Trustee for Jared Murphey	4.9%
Ruth G. Murphey, as Trustee for Adam Murphey	4.9%

k) Without the prior consent of the general partners, no limited partner has the right to substitute an assignee as contributor in his or her place.

l) The general partners may admit one or more additional limited partners, which additional limited partners, unless donees of a part of the partnership interest of the general partners, shall be required, as a condition to being admitted as a limited partner, to contribute to the capital of the partnership such amount of cash or other marketable

properties as may be necessary to avoid diluting the interests of the existing limited partners.

m) There is no right given to one or more of the limited partners to priority over any other limited partner as to contributions or as to compensation by way of income.

n) Upon the death or incapacity of either of the general partners, the remaining and/or substituted general partner(s) shall have the right to continue the partnership business or to wind up and liquidate the partnership. There is no provision with respect to continuation of the partnership business upon the retirement of the general partner.

o) No limited partner has been given the right to demand and receive property other than cash in return for his contribution.

We the undersigned declare under the penalty of perjury, that we have examined the foregoing and, to the best of our knowledge and belief, it is true, correct and complete.

IN WITNESS WHEREOF, we have hereunto set our hands this

6th day of December 1983

GENERAL PARTNERS:

Donald K. Murphey  
Donald K. Murphey

Ruth G. Murphey  
Ruth G. Murphey

LIMITED PARTNERS

Merlyn Skeen  
Merlyn Skeen

D. Kevin Murphey  
D. Kevin Murphey

Chris Murphey  
Chris Murphey

LIMITED PARTNERS CONTINUED

Ruth G. Murphey as Trustee for Rand Murphey

Ruth G. Murphey as Trustee for Nathan Murphey

Ruth G. Murphey as Trustee for Shannon Murphey

Ruth G. Murphey as Trustee for Allison Murphey

Ruth G. Murphey as Trustee for Ryan Murphey

Ruth G. Murphey as Trustee for Jared Murphey

Ruth G. Murphey as Trustee for Adam Murphey

properties as may be necessary to avoid diluting the interests of the existing limited partners.

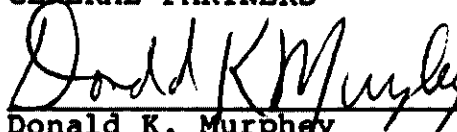
m) There is no right given to one or more of the limited partners to priority over any other limited partner as to contributions or as to compensation by way of income.

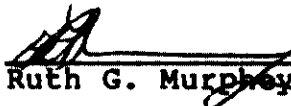
n) Upon the death or incapacity of either of the general partners, the remaining and/or substituted general partner(s) shall have the right to continue the partnership business or to wind up and liquidate the partnership. There is no provision with respect to continuation of the partnership business upon the retirement of the general partner.

o) No limited partner has been given the right to demand and receive property other than cash in return for his contribution.


IN WITNESS WHEREOF, the undersigned have executed this Amended Certificate this 6<sup>th</sup> day of December, 1983.


GENERAL PARTNERS


  
\_\_\_\_\_  
Donald K. Murphey


  
\_\_\_\_\_  
Ruth G. Murphey

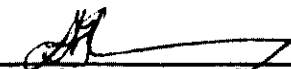
LIMITED PARTNERS:

  
\_\_\_\_\_  
Merlyn Skeen

  
\_\_\_\_\_  
D. Kevin Murphey

  
\_\_\_\_\_  
Chris Murphey

  
\_\_\_\_\_  
Ruth G. Murphey, as Trustee for  
Rand Murphey

  
\_\_\_\_\_  
Ruth G. Murphey, as Trustee for  
Nathan Murphey

AMENDMENT ONE TO  
ARTICLES OF LIMITED PARTNERSHIP  
OF  
CERTIFIED MANAGEMENT SERVICES LTD.

RECITALS:

A Under an Agreement dated Dec. 4, 1979, by and between Triple M. Services Inc. as General Partner and Celeste M. Brown, Chris Murphey, Ruth G. Murphey as Trustee for Rand Murphey, Ruth G. Murphey as Trustee for Nathan Murphey, Ruth G. Murphey as Trustee for Shannon Murphey, Ruth G. Murphey as Trustee for Allison Murphey, Ruth G. Murphey as Trustee for Ryan Murphey, Ruth G. Murphey as Trustee for Jared Murphey, and Ruth G. Murphey as Trustee for Adam Murphey, as Limited Partners, for an Oregon Limited Partnership under the name of Certified Management Ltd.

B. The parties desire to amend the Agreement to admit Donald K. Murphey and Ruth G. Murphey as General Partners; to delete Triple M. Services as General Partner and make additional amendments.

Now, therefore, the Agreement is amended effective March 1, 1983 in its entirety to read as follows:

ARTICLE I  
FORMATION OF PARTNERSHIP

The General Partners and the Limited Partners hereby form a Limited Partnership pursuant to the provisions of the Oregon Uniform Limited Partnership Act. The rights and liabilities of the partners shall be governed by the provisions of this Act except as herein otherwise provided.

ARTICLE II  
NAME OF PARTNERSHIP

The name of the Partnership shall be "Data-Comp. Ltd.", (hereinafter sometimes referred to as "Partnership").

ARTICLE III  
CHARACTER OF BUSINESS

The character of the business of the Partnership is to conduct the business of providing management services as well as the managing of real property and to engage in any and all other lawful business activities permitted under the laws of the State of Oregon.

ARTICLE IV  
PRINCIPAL PLACE OF BUSINESS

The location of the principal place of business shall be P.O. Box 158, Payette, Idaho. Other offices may be maintained as the General Partner from time to time deems necessary or desirable.

ARTICLE V  
TERM

The term shall continue for one year and thereafter from year to year until terminated, as provided for by law or as provided by these Articles.

ARTICLE VI  
CAPITAL AND CAPITAL CONTRIBUTION

Section 6.1 Capital of Partnership. The capital of the Partnership shall be the aggregate amount of the capital contribution made to it by the General Partner and Limited Partners.

Section 6.2 Additional Capital Contributions. The General Partner and Limited Partner may make additional contributions to the capital of the Partnership in such amounts as may from time to time be agreed to by the Partners. However, no Limited Partner shall have any obligation to make any additional contribution to the Partnership.

ARTICLE VII  
CAPITAL ACCOUNTS; DRAWING ACCOUNTS

Section 7.1 Capital Account. An individual capital account shall be maintained for each Partner and shall consist of his original contribution increased by (1) his additional contributions to capital, and (2) his share of Partnership profits transferred to capital, and decreased by (1) distributions to him in reduction of his Partnership capital and (2) his share of Partnership losses, if transferred from his drawing account.



Section 7.2 Drawing Accounts. An individual drawing account shall be maintained for each Partner. All withdrawals made by a Partner shall be charged to his drawing account. Each Partner's share of profits and losses shall be credited or charged to his drawing account.

A balance of a Partner's drawing account in his favor (a credit balance) shall constitute a liability to that Partner; it shall not constitute a part of his capital account or his interest in the capital of the Partnership unless and until the drawing accounts are transferred into the Partners' capital accounts. If, after the net profit or loss of the Partnership for the fiscal year has been determined, a Partner's drawing account shows a deficit (a debit balance) whether occasioned by drawings in excess of his share of Partnership profits or by charging him for his share of a Partnership loss, the deficit shall constitute an obligation of that Partner to the Partnership and shall not reduce his capital account or his interest in the capital of the Partnership until the drawing accounts are transferred into the Partners' capital accounts.

Payment of or offset of any amount owing to the Partnership shall be made in a manner and time determined by a majority in interest of the Partners. The Partners may determine by vote of a majority in interest to transfer all or part of all drawing accounts directly into to the Partners' capital accounts at any time, subject to the restrictions contained in Article IX and provided the same percentage of each partner's drawing account is transferred.

**ARTICLE VIII  
DONATION OF PARTNERSHIP INTEREST**

Effective upon the execution hereof, Donald K. Murphey and Ruth G. Murphey each donates and assigns his and her right and title to the following percentage interest as a Limited Partner in the Partnership to the following Limited Partners, whose capital, after the donations will initially be as follows:

<b>PERCENTAGE INTEREST DONATED BY: DONALD K. AND RUTH G. MURPHEY (Separate Property)</b>	
<b><u>DONATION TO:</u></b>	
Merlyn Skeen	4.9%
D. Kevin Murphey	4.9%
Chris Murphey	4.9%
Ruth G. Murphey as Trustee for Rand Murphey	4.9%
Ruth G. Murphey as Trustee for Nathan Murphey	4.9%

Ruth G. Murphey as Trustee for Shannon Murphey	4.9%
Ruth G. Murphey as Trustee for Allison Murphey	4.9%
Ruth G. Murphey as Trustee for Ryan Murphey	4.9%
Ruth G. Murphey as Trustee for Jared Murphey	4.9%
Ruth G. Murphey as Trustee for Adam Murphey	4.9%

ARTICLE IX  
PROFITS AND LOSSES

Section 9.1 Allocations. The net profits of the Partnership and any losses shall be allocated to each of the General Partner and Limited Partners according to their average proportionate share of total capital accounts. Initially, this will result in the following allocation of profits:

<u>General Partners:</u>	<u>Original Percentage of Profits</u>
Donald K. Murphey	5%
Ruth G. Murphey	14
 <u>Limited Partners:</u>	
Ruth G. Murphey	31 %
Merlyn Skeen	4.9
D. Kevin Murphey	4.9
Chris Murphey	4.9
Ruth G. Murphey as Trustee for Rand Murphey	4.9
Ruth G. Murphey as Trustee for Nathan Murphey	4.9
Ruth G. Murphey as Trustee for Shannon Murphey	4.9
Ruth G. Murphey as Trustee for Allison Murphey	4.9
Ruth G. Murphey as Trustee for Ryan Murphey	4.9
Ruth G. Murphey as Trustee for Jared Murphey	4.9
Ruth G. Murphey as Trustee for Adam Murphey	4.9

If the Partner's capital account percentages should change because of additional contributions, transfers among Partners, transfers from the Partner's drawing account, or otherwise, the net

profit or net loss transferred to the drawing account shall be adjusted accordingly.

Section 9.2 Rules for Determining Profits and Losses. For the purpose of determining net profits under these Articles distributable among the partners, and for the purpose of determining net losses to be borne by the partners, the rules for determination of net income or net losses for federal income tax purposes shall apply. Such income or losses shall be allocated among and borne by the partners at the end of each accounting year as above provided.

Section 9.3 Restriction on Distribution of Cash. No cash shall be payable to a partner in respect of his share of partnership net profits except to the extent from time to time his share of net profits as determined for federal income tax purposes exceeds his share of net losses as determined for federal income tax purposes.

Section 9.4 Discretion to Distribute Cash. Except to the extent limited by the subparagraphs of this paragraph, the General Partner shall have discretion to determine what amounts of cash, if any, shall be distributed from time to time among the Limited Partners from their share of the net profits of the Partnership. Nevertheless, in exercising their discretion to make or withhold distributions of cash, the General Partner shall be governed by the following:

(1) At least annually the General Partner shall distribute all cash net profits of the Partnership in excess of cash needed to be retained for the reasonable needs of the Partnership business.

(2) All distributions of cash in respect of net profits of the Partnership shall be made to the Partners in the same proportion as the Partners are entitled to share net profits.

(3) The General Partner may withhold distribution of cash for so long as any substantial obligation of the Partnership remains unpaid, to the extent necessary to pay, or to provide for the amount of such obligation as it becomes due, after considering all potential Partnership sources of cash.

(4) Upon a sale of all or substantially all of the real properties initially contributed as the capital of the Partnership, the General Partner shall, after payment of all debts and obligations of the Partnership, forthwith distribute to each Partner his or her proportionate share of cash as and when received from such sale, to the extent of the balance in the drawing account and capital account of each Partner, unless a majority of interest of the Partners' vote to continue the business, in which event the proceeds of such sale shall be reinvested and not distributed.

Section 9.5 Limited Liability. No Limited Partner shall be personally liable for any of the losses of the Partnership beyond his capital interest in the Partnership, plus from time to time his or her share of undistributed net profits of the Partnership. Any loss in excess of such amount shall be borne by the General Partner.

Section 9.6 Fiscal year. The fiscal year of the Partnership, for both accounting and tax reporting purposes, shall be the fiscal year ending the 31st day of January of each year.

#### ARTICLE X INTEREST, SALARIES AND EXPENSES

Section 10.1 Interest. No partner shall receive any interest on his or her contribution of capital to the Partnership.

Section 10.2 Salaries. The Partnership shall pay the General Partner who renders services for the Partnership reasonable compensation for personal services actually rendered, and reasonable compensation for the General Partner assuming personal liability for Partnership liabilities. Such compensation shall be treated as an expense in determining net profits or net losses of the Partnership. To the extent the General Partner from time to time direct a Limited Partner to render services for the Partnership, the Partnership may pay such Limited Partner not more than reasonable amounts for such services rendered.

Section 10.3 Expenses. The General Partner may receive reimbursement for reasonable amounts of expenses incurred by him or by employees of said General Partner or of the Partnership in connection with rendition of services in pursuit of the business activities of the Partnership.

Section 10.4 Other Business Activities. Each of the Partners hereto, whether the General Partner or a Limited Partner, is or may be engaged in other activities similar to that carried on by the Partnership. No partner has any duty to account to the Partnership for profits that may arise by virtue of such Partner's other activities, whether or not they arise from transactions similar to those carried on by this Partnership.

#### ARTICLE XI MANAGEMENT

Section 11.1 Rights of Management in the General Partner. The General Partner shall have all rights of management of the Partnership business. Specifically, but not by way of limitation, the General Partner shall have the right to undertake, arrange and complete all financing of the Partnership and of each of its business ventures, including sale of the real property contributed to the Partnership. No Limited Partner shall participate in any way in the management of the Partnership business.

Section 11.2 Employment of Agents, Attorneys, etc. On behalf of the Partnership, the General Partner may employ and compensate such agents, brokers, accountants and attorneys and may deal with such persons and business organizations as they deem for the best interests of the Partnership, whether or not such person or business organization is related to or has a common business interest with the General Partner. So long as payments by the Partnership to such persons or business organizations for services rendered or for materials purchased do not exceed reasonable amounts, neither the Partnership nor any of its partners shall have any rights in or to income or profits derived therefrom.

Section 11.3 The General Partner is a Fiduciary. Notwithstanding any provision hereof to the contrary, the General Partner is a fiduciary for the benefit of all who own interests as partners of this Partnership, and all discretions, management powers and other rights and privileges of the General Partner hereunder accordingly are limited by and are exercisable only within the scope of such fiduciary responsibilities.

Section 11.4 Bank Accounts. The Partnership shall maintain checking or other accounts in such bank or banks as the General Partner shall determine and all funds received by the Partnership shall be deposited therein. Withdrawals shall be made on such funds as may be designated by the General Partner from time to time and withdrawals may be made only by checks executed by the General Partner.

## ARTICLE XII ASSIGNABILITY OF LIMITED PARTNERSHIP INTEREST

Section 12.1 Assignment of Profits and Substitution of Partner. Without the prior consent of the majority in interest of the Partners, no Limited Partner shall have the right to substitute an assignee as contributor in his or her place. Nevertheless, any Limited Partner may at any time assign part or all of his or her right to net profits or proceeds payable or distributable to him or her as a Limited Partner hereunder; provided, however, in the event a Limited Partner desires to sell part of his or her Partnership interest to a new or to an existing Limited Partner, he or she shall first offer to sell such interest pro rata to those Limited Partners who desire to acquire such Partnership interest, at the same price and on the same terms as any bona fide offer received by such Limited Partner from such proposed purchaser.

Section 12.2 Donations to Descendants Excluded. The foregoing Section 12.1 shall not apply to a donation by a Limited Partner who is also the General Partner to one or more of any existing Limited Partners, to one or more of his or her adult children, or to a trust for one or more of his or her minor children or grandchildren.

**Section 12.3 Provisions Relating to Trusts.** Where a trust has a Limited Partnership interest, a successor trustee to such trust shall be allowed to be a substituted Limited Partner with the same rights and privileges. Upon the termination of a trust which owns a limited partnership interest herein by distribution of all of the properties of such trust to its beneficiary, such distributee(s) of such trust shall thereupon be accepted as a substitute Limited Partner, if such distributee(s) so desires at that time, with all of the rights as a Limited Partner theretofore enjoyed by such trust.

#### ARTICLE XIII

##### POWER OF THE GENERAL PARTNER TO ADMIT ADDITIONAL LIMITED PARTNERS

**Section 13.1 Additional Limited Partners' Contribution.** At such times and from time to time as the General Partner reasonably determines that the admission of additional Limited Partners would be for the best interest of the Partnership, the General Partner may, without the consent of any Limited Partner, admit to the Partnership one or more Limited Partners, requiring each of such additional Limited Partners, as a condition to being admitted as a Limited Partner, to contribute to the capital of the Partnership such amount of cash or other marketable properties as may be necessary to avoid diluting the interests of the existing Limited Partners.

**Section 13.2 Additional Limited Partner by Donation.** If a Limited Partner, who is also the General Partner transfers part of his interest to an additional Limited Partner upon the admission of such additional Limited Partner, with the result that the share of profits and capital of each of the existing Limited Partners, other than a Limited Partner who is also the General Partner, is not reduced or otherwise altered by the admission of such additional Limited Partner, such additional Limited Partner shall not be required to contribute any additional capital to the Partnership.

**Section 13.3 Transfers Among Partners.** From time to time a Limited Partner who is also the General Partner may transfer part of his Partnership interest as a donation to one or more of the other existing Limited Partners, to one or more of his or her adult children, or to a trust for one or more of his or her minor children.

**Section 13.4 Filing Requirements.** The addition of any new Limited Partner shall be effective only upon the execution by the General Partner and such new Limited Partner of a writing supplementing these Articles of Partnership and upon the filing of a further Certificate of Limited Partnership with the Clerk of Payette County, Idaho.

#### ARTICLE XIV

##### CHANGE IN STATUS OF A LIMITED PARTNER

**Section 14.1.** The death or incapacity of a Limited Partner shall not dissolve the Partnership or terminate the Partnership

business. The estate of any deceased Limited Partner whether or not said Limited Partner was also a General Partner as of the date of these Articles, shall have the right to withdraw, subject to the same limitations as are applicable to withdrawals by such Limited Partner, as provided in Section 15.1, the decedent's contribution to the capital of the Partnership, together with any undrawn profits distributable to such partner.

#### ARTICLE XV WITHDRAWAL BY PARTNERS

Section 15.1 Limited Partner. Prior to termination of the Partnership, any Limited Partner shall have the right to withdraw all of his or her interest in the Partnership. Such withdrawing partner will receive an amount equal to the sum of his or her capital and drawing accounts; provided, however, such sum shall be reduced by 30% if withdrawal occurs in the first year of the partnership, 20% if withdrawal occurs in the second year of the partnership and 10% if withdrawal occurs in the third year of the partnership. The withdrawing partner must give at least six (6) months' prior written notice of the intention to withdraw all of his or her interest to the General Partner at the principal office of the Partnership. Notwithstanding the foregoing, no withdrawal shall be made unless all liabilities of the Partnership, except liabilities to partners on account of their capital, have been paid or provision has been made for their payment. No Limited Partner shall have the right to demand or receive property other than cash in return for his or her contribution and, at the General Partner's election, Partnership property can be distributed, valued at its fair market value, regardless of its income tax basis. At the option of the General Partner, such obligation may be paid in equal annual installments for a period of three (3) years, commencing from the date of such withdrawal. Interest at the New York prime rate, plus one percent (1%) per annum, shall be charged on the unpaid balance during the liquidation period. After withdrawal by a Limited Partner, his or her capital account and hence his or her share in the net profits and net losses shall be eliminated on the date of such withdrawal; and the relative percentage of the total capital accounts of the other Partners shall be increased as will such Partners' relative share of the profits and losses of the Partnership.

Section 15.2 General Partner. Prior to termination of the Partnership, the General Partner shall not have the right to withdraw his or her capital contribution to the capital of the Partnership except upon the death of such General Partner. The successor in interest shall have the right to withdraw a part of such Partner's contribution to the Partnership as provided in Section 15.1, as though such interest was a limited partnership interest.

ARTICLE XVI  
TERMINATION

Section 16.1 Power to Terminate. While the original General Partner lives, the Partnership may be terminated by the General Partner after at least thirty (30) days, prior written notice by the General Partner to each of the Limited Partners.

Upon the death of a General Partner, the Partnership may be terminated by any General Partner.

Section 16.2 Winding Up. In the event of any voluntary termination, the Partnership shall immediately commence to wind up its affairs. The partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution.

Section 16.3 Distribution of Assets. The proceeds from liquidation of Partnership assets, after payment of the Partnership's liabilities and obligations to creditors, shall be distributed in the following order: (a) to the Limited Partners with respect to their shares of any undrawn profits; (b) to the Limited Partners with respect to their capital contributions; (c) to the General Partner with respect to his share of any undrawn salaries; (d) to the General Partner with respect to his share of any undrawn profits; and (e) to the General Partner with respect to his capital contributions. Any gain or loss on disposition of Partnership properties in liquidation shall be credited or charged to the partners in proportion of their interests in profits or losses as specified in these Articles. The General Partner may at his discretion distribute all or part of the Partnership property in kind; provided, however, any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the partners in proportion of their interest in profits or losses as specified in these Articles.

ARTICLE XVII  
DEATH OR INCAPACITY OF THE GENERAL PARTNER

Upon the death or incapacity of the General Partner, the surviving Partners shall have the right to continue the business of the Partnership or to wind up and liquidate the Partnership in the same manner as provided in Article XVII. All of the members of the Partnership hereby consent to the substitution of the named individuals for the present General Partner as specified in Article XVIII as General Partners as herein provided.



ARTICLE XVIII  
SUBSTITUTE GENERAL PARTNERS

Upon the death or incapacity of a General Partner, the following individual(s) shall be substituted as a General Partner:

- (1) Upon the death or incapacity of Donald K. Murphey or Ruth G. Murphey, the survivor shall become the sole General Partner.
- (2) Upon the death of the survivor of Donald K. Murphey or Ruth G. Murphey, each of the Limited Partners who are adults shall have the right to become a General Partner.
- (3) Upon the death or incapacity of any other General Partner, such General Partner's eldest child, or if he or she is a minor or incompetent, such child's guardian shall be substituted as General Partner.

ARTICLE XIX  
NOTICES, AMENDMENT, MISCELLANEOUS

Section 19.1 Notices. Any notices to or between the partners shall be in writing and shall be sent certified mail, return receipt requested to the address of each partner as the same appears in the books and records of the Partnership.

Section 19.2 Amendment. These Articles may be amended, altered, supplemented or modified by unanimous vote of the General Partner together with the vote of the Limited Partners holding a majority in interest of the outstanding Limited Partners' interests.

Section 19.3 Invalid Provision. If any part of these Articles is or shall be invalid or unenforceable for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of these Articles, or any other portion thereof.

Section 19.4 Gender. The masculine includes the feminine and the neuter, the singular includes the plural, and vice versa, as the context may require.

Section 19.5 Additional Instruments. The Partners shall cooperate with each other in good faith to accomplish the objectives and purposes hereof and to that end, from time to time, they shall make, execute and deliver such other and further instruments as may be necessary or convenient in the fulfillment of these Articles.

Section 19.6 Binding Effect. These Articles shall be governed by the laws of the State of Idaho and shall inure to the benefit of and shall be binding upon each of the Partners and their respective Personal Representatives, heirs, successors and assigns

(including successors and assigns by operation of law and involuntary event, as well as by voluntary act).

**ARTICLE XX  
SPECIAL POWER OF ATTORNEY**

Section 20.1 Each of the undersigned Limited Partners hereto makes, constitutes and appoints the General Partner, or any of them, with full power of substitution, the true and lawful attorney for the undersigned and in his, her, or its name, place and stead for his, her or its use and benefit to sign and acknowledge, file and record:

(a) A Certificate of Limited Partnership, as well as amendments thereto, under the laws of the State of Idaho, or the laws of any other state in which such a certificate is required to be filed;

(b) Any other instrument which may be required to be filed by the Partnership under the laws of any state or by any governmental agency, or which the General Partner deems it advisable to file;

(c) Any documents which may be required to effect the continuation of the Partnership, the admission of an Additional or Substitute Limited Partner, the admission of a Substitute General Partner or the dissolution and termination of the Partnership provided such continuation, admission or dissolution and termination are in accordance with the terms of the agreement.

Section 20.2 The foregoing grant of authority:

(1) Is a Special Power of Attorney coupled with an interest is irrevocable, and shall survive the death of the undersigned;

(2) May be exercised by the General Partner or any of them for each Limited Partner by a facsimile signature or by listing all of the Limited Partners executing any instrument with a single signature;

(3) Shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his, her or its interest.

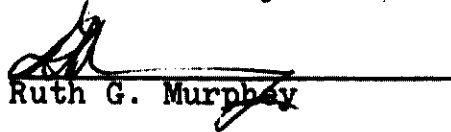
We the undersigned declare under the penalty of perjury, that we have examined the foregoing and, to the best of our knowledge and belief, it is true, correct and complete.

IN WITNESS WHEREOF, we have hereunto set our hands this

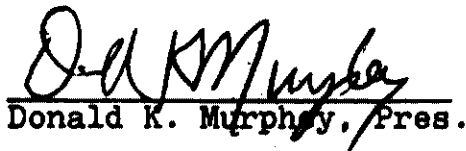
6th day of December 1983

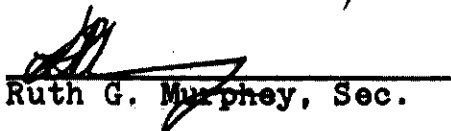
GENERAL PARTNERS:

  
Donald K. Murphey

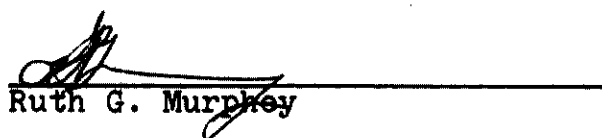
  
Ruth G. Murphey


TRIPLE M. SERVICES INC.

  
Donald K. Murphey, Pres.

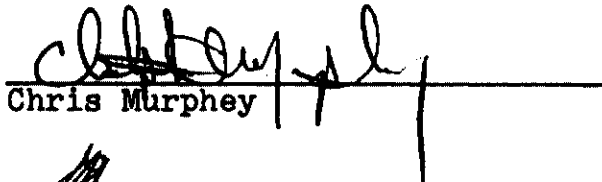
  
Ruth G. Murphey, Sec.

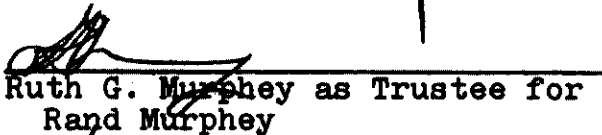
LIMITED PARTNERS:

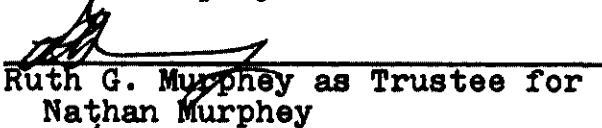
  
Ruth G. Murphey

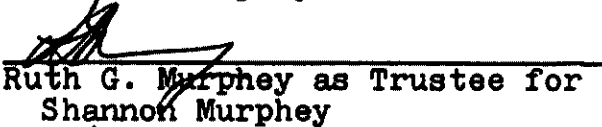
  
Merlyn Skeen

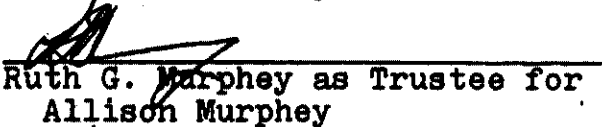
  
D. Kevin Murphey

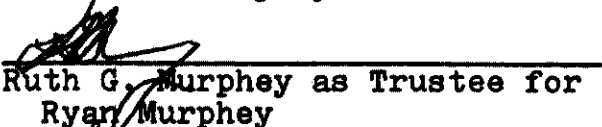
  
Chris Murphey

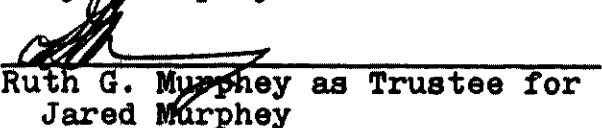
  
Ruth G. Murphey as Trustee for  
Rand Murphey

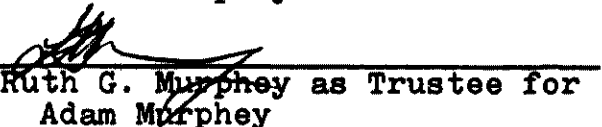
  
Ruth G. Murphey as Trustee for  
Nathan Murphey

  
Ruth G. Murphey as Trustee for  
Shannon Murphey

  
Ruth G. Murphey as Trustee for  
Allison Murphey

  
Ruth G. Murphey as Trustee for  
Ryan Murphey

  
Ruth G. Murphey as Trustee for  
Jared Murphey

  
Ruth G. Murphey as Trustee for  
Adam Murphey