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ARTICLES OF CO-PARTNERSHIP, Made and entered into this 27th day of July 1967, by and between Clifford G. Yaden and John T. Smith, as of and for January 1, 1962.

WITNESSETH: _____

It is hereby agreed by said parties to form a co-partnership for the purpose of carrying on the business of Service Station and Fuel Sales Business under the assumed trade or business name of Cliff Yaden's Service, as partners, at 2560 South Sixth Street, Klamath Falls, Klamath County, Oregon,

for which purpose they have agreed upon the following terms, to the faithful performance of which they mutually bind and engage themselves, each to the other, his executors and administrators:

FIRST. The name or style of said co-partnership shall be

CLIFF YADEN'S SERVICE

and it shall continue until terminated by mutual agreement or operation of law.

SECOND. The capital stock of said co-partnership shall be \$67,470.69 as of 1962, consisting of personal property and realty made up as follows:

Realty described as beginning at the intersection of the West line of Washburn Way with the southerly line of South 6th Street as the same is now located and established, thence westerly along the southerly line of South 6th Street 75 feet; thence, southerly at right angles to South 6th Street, 135 feet; thence, easterly and parallel to South 6th Street to the westerly right of way line of Washburn Way; Thence, northerly to the point of beginning and beginning at a point on the westerly right of way line of Washburn Way, which point is 30 feet West of the line between Sections 3 and 4, Township 39, SR 9 ENE, and which point is the Southeast corner of Tract 805 of Enterprise Tracts, a platted subdivision of Klamath County, Oregon; thence, North no degrees 00' West, along the west line of said Washburn Way, a distance of 224.85 feet, more or less, to the most Southerly corner of a tract heretofore conveyed to John T. Smith and Clifford C. Yaden (as Cliff C. Yaden); thence, North 55 degrees 50' West along a line parallel to and 135 feet distance from the present Southerly right of way line of South Sixth Street of the City of Klamath Falls, Oregon, as widened by the Oregon State Highway Department in 1946, a distance of 166.6 feet, more or less, to the Southwesterly corner of said tract heretofore conveyed to John T. Smith and Cliff (Clifford) C. Yaden, which is the true point of beginning of land to be conveyed by this instrument; thence, North 34 degrees 10' East 135 feet, more or less, to said Southwesterly line of South Sixth Street; Thence, North 55 degrees, 50' West along said Southwesterly line of South Sixth Street, 115 feet, more or less, to the most Easterly corner of parcel heretofore conveyed to George F. Hayes and Clara May Hayes; thence, South 34 degrees 10' West at right angles to said South Sixth Street, a distance 135 feet; thence, South 55 degrees 50' East 115 feet to the true point of beginning.

Personal property consisting of equipment and stock.

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ARTICLES OF CO-PARTNERSHIP: Clifford C. Yaden & John T. Smith

THIRD. All profits which may accrue to said partnership shall be divided from time to time as agreed upon by the partners, with annual settlement each year, and all losses happening to said firm, and all expenses of the business, shall be borne by said parties in the aforesaid proportions of their interest in the same to-wit: Sixty per cent by Clifford C. Yaden and forty per cent by John T. Smith. Clifford C. Yaden shall receive in addition to profits same compensation as other employees while performing services as other employees.

FORTH. The time and attention given by each of said partners to the business shall be as follows, viz: No time is required of John T. Smith, but Clifford C. Yaden shall care for and operate said business.

FIFTH. All the purchases, sales, transactions and accounts of the said firm shall be kept in regular books, which shall be always open to the inspection of all the parties hereto, and their legal representatives, respectively. An account of stock shall be taken, and an account between the said parties shall be settled, as often as once in each year and as much oftener as either partner may desire and in written request.

SIXTH. During the continuance of this co-partnership, neither of the co-partners shall or will indorse any note, or otherwise become surety for any person or persons whomsoever, without the consent of the other said co-partner.

SEVENTH. Neither partner may sell, assign, transfer, incur, hypothecate or otherwise dispose of or incur his interest, or any part thereof, in or to said partnership or in or to any property of said partnership, except upon the written consent of the other partner first had.

No lien, security, incumbrance, hypothecation or pledge of or on partnership property or any part thereof, shall be made, incurred, permitted or suffered except upon mutual agreement of the partners expressed in writing.

EIGHTH. In the event of the decease of either partner, said partnership shall not be dissolved, but the surviving partner shall have the right to pay to the estate of the deceased partner the net inventory price less ten (10%) per cent, as the interest of said deceased partner shall appear, and this shall be deemed and taken as the interest of said deceased partner in said business, and no probate of said partnership business shall be required.

NINTH. It shall require both partners to direct the bringing and prosecution of actions, suits and/or other proceedings and/or appearances in courts and before boards, commissions and other agencies on partnership business.

ARTICLES OF CO-PARTNERSHIP: Clifford C. Yaden & John T. Smith

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IN WITNESS WHEREOF, we the said Clifford C. Yaden and John T. Smith,
have hereunto set our hands and seals, the day and year first above written.

Clifford C. Yaden (seal)
Clifford C. Yaden

John T. Smith (seal)
John T. Smith.

(seal)

(seal)

STATE OF OREGON,)
Klamath County.) SS

July 25, 1967

Personally appeared the above named Clifford C. Yaden, and acknowledged
the foregoing instrument to be his voluntary act and deed.

Before me:

A. C. Yaden
Notary Public for Oregon

My commission expires May 16, 1971.

STATE OF IDAHO,)
Ada County.) ss

July 27, 1967

Personally appeared the above named John T. Smith, and acknowledged
the foregoing instrument to be his voluntary act and deed.

Before me:

Charles S. Smith
Notary Public for Idaho.

Notary Public in and for the State of Idaho
Residing in Boise, Ada County, Idaho
My Commission expires June 7, 1968

My commission expires

STATE OF OREGON, COUNTY OF KLAMATH; ss:

Filed for record at request of A. C. Yaden

this 8 day of August

1967 at 2:50 P.M. and

July recorded in Vol. M-67 of Partnership on Page 6143

Return to
Cliff Yaden's Service,
2560 South Sixth Street,
Klamath Falls, Oregon. 97601

Fee \$11.50

DOROTHY ROGERS, County Clerk

By James H. Hays

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