

ENERGY MANAGEMENT LEASING
LIMITED PARTNERSHIP

DEC 27 9 00 AM '83

RECORDED STATE

CERTIFICATE
OF
LIMITED PARTNERSHIP

November 1, 1983

STATE OF IDAHO)
) ss.
County of Bonneville)

We, the undersigned, desiring to form a Limited Partnership pursuant to the laws of the State of Idaho (also conforming to the Uniform Limited Partnership Act as adopted by the State of Idaho), certify as follows:

1. The name of the Limited Partnership is ENERGY MANAGEMENT LEASING LIMITED PARTNERSHIP.

2. The purpose of the Limited Partnership is to carry on the business of leasing real and personal property, together with any other activity authorized under the State of Idaho for a limited partnership under the firm name and style of ENERGY MANAGEMENT LEASING, LTD.

3. The business office of the Limited Partnership is Route 5, Box 195, Idaho Falls, Idaho.

4. The names and address of the General Partner and Registered Agent is as follows:

W. DARRELL GERTSCH and
CHRISTINE CARTER GERTSCH

Route 5, Box 195
Idaho Falls, Idaho

5. The name and address of each Limited Partner is as follows:

LAWRENCE DARRELL GERTSCH	Route 5, Box 195 Idaho Falls, Idaho
DAWN CHRISTINE GERTSCH	Route 5, Box 195 Idaho Falls, Idaho
DEBORAH NAOMI GERTSCH	Route 5, Box 195 Idaho Falls, Idaho
AMY ELIZABETH GERTSCH	Route 5, Box 195 Idaho Falls, Idaho

6. The initial term of the Limited Partnership is November 1, 1983 to December 31, 1983, and thereafter from year to year until terminated by formal dissolution and legal notice as provided by the laws of the State of Idaho.

7. The initial contribution of each Limited Partner is an equity in equipment of Two Thousand Five Hundred Dollars (\$2,500). The initial contribution of each general partner the sole initial contribution of each general partner is an equity in equipment of Two Thousand Five Hundred Dollars (\$2,500).

8. Additional contributions are to be made as agreed upon.

9. The investment by each Limited Partner is considered permanent for the term of said Limited Partnership, and may only be returned upon consent of the General Partner and provided that all current liabilities of the partnership have been paid.

10. The Limited Partners shall be entitled to share in the profits, losses or other compensation by way of income, after expense in proportion to their capital accounts.

11. A Limited Partner may substitute an assignee as a contributor in his place with the prior consent of the General Partner.

12. An additional Limited Partner may be admitted without amendment to this Certificate of Limited Partnership if by consent of the General Partner.

13. The Limited Partners are entitled to equal priority to income and return of contribution in the event of dissolution.

14. This partnership shall be dissolved upon the death, retirement or insanity of the General Partner.

15. The Limited Partners shall be entitled to demand and receive property other than cash in return for his contribution upon the consent of the General Partner.

DATED: November 1, 1983.

GENERAL PARTNER:

W. Darrell Gertsch
W. DARRELL GERTSCH

Christine Carter Gertsch
CHRISTINE CARTER GERTSCH

LIMITED PARTNERS:

Lawrence Darrell Gertsch by W.D.G. Parent
LAWRENCE DARRELL GERTSCH

Dawn Christine Gertsch by WJG Power
DAWN CHRISTINE GERTSCH

Deborah Naomi Gertsch by WJG Power
DEBORAH NAOMI GERTSCH

Amy Elizabeth Gertsch by WJG Power
AMY ELIZABETH GERTSCH

SWORN AND SUBSCRIBED to before me this 14 day of
November, 1983.

[Signature]
Notary Public for Idaho

(Seal)