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CERTIFICATE OF FORMATION OF LIMITED PARTNERSHIP
UNDER UNIFORM LIMITED PARTNERSHIP ACT

The undersigned, being desirous of forming a limited partnership under the Act of the State of Idaho entitled "The Uniform Limited Partnership Act", hereby make and sign the following certificate for that purpose.

I. The name under which the partnership is conducted is: "Freedom Enterprises, A Limited Partnership."

II. The purpose of the partnership shall be to invest in and operate a helicopter leasing business with the objective of providing long-term profit and favorable tax consequences for the Partners; to hold, own, maintain, manage, develop, operate, sell, transfer, convey, lease, mortgage, exchange or otherwise dispose of or deal in or with helicopters and other real or personal property and to perform any acts to accomplish the foregoing purposes.

III. The Registered Agent of the partnership shall be Lynn Smith of 444 "B" Street, Idaho Falls, Idaho 83402.

IV. The names and places of residence of the general and limited partners are:

Frank J. Hearney
5438 Heyrend Circle
Route 9, Box 88A
Idaho Falls, Idaho
83401

William R. Dalling
3455 Crestwood Lane
Idaho Falls, Idaho
83401

Richard E. Schuman
1393 East 25th Street
Idaho Falls, Idaho
83401

Kevin T. Sullivan
3070 Disney Drive
Idaho Falls, Idaho
83401

V. The partnership shall continue until August 1, 1995.

VI. The General and Limited Partners have contributed the following cash to the partnership:

<u>Limited Partner</u>	<u>Contributions</u>	<u>Total</u>
Kevin T. Sullivan	38.95 Units @ \$1,000.00 per unit	\$ 38,950.00
William R. Dalling	38.95 Units @ \$1,000.00 per unit	\$ 38,950.00
Richard E. Schuman	38.95 Units @ \$1,000.00 per unit	\$ 38,950.00
<u>General Partner</u>		
Frank J. Hearney	6.15 Units @ \$1,000.00 per unit	\$ 6,150.00
TOTAL:		<u>\$123,000.00</u>

VII. The partners have no obligation to make any additional contributions to the partnership.

VIII. By reason of their contributions, the Limited Partners shall receive the following percentage of the net profits and any cash or property distribution of the partnership: 95%.

IX. By reason of their contributions, the General Partner shall receive the following percentage of the net profits and any cash or property distribution of the partnership: 5%.

X. A Limited Partner may not sell, transfer, assign or create a security interest in its interest or any portion thereof without the consent of the General Partner, and further subject to the provisions as set forth in the Limited Partnership Agreement dated July 25, 1985.

XI. The General Partner has the right to admit additional Limited Partners at the General Partner's sole discretion. However, the General Partner may not dilute the original Limited Partners' interest without prior written consent of the Limited Partners.


XII. In the event of the resignation, withdrawal, retirement, death or insanity of a General Partner, the business of the partnership shall be continued by any remaining successor or General Partner. As used herein, "death" shall include the dissolution of a corporate General Partner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this 22nd day of January, 1986.

GENERAL PARTNERS


Frank J. Hearney

LIMITED PARTNERS


Kevin T. Sullivan


William R. Dalling


Richard E. Schuman