

CERTIFICATE OF LIMITED PARTNERSHIP

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THE GERALD E. STOLWORTHY

FAMILY LIMITED PARTNERSHIP-A

An Idaho Limited Partnership

The parties hereto do hereby certify that an Agreement was made effective the 1st day of January, 1987, at Idaho Falls, Idaho, by the following, herein called "General Partner":

Gerald E. Stolworthy

and by the following, hereinafter referred to as "Limited Partners":

Gerald E. Stolworthy
Margaret J. Stolworthy
G. Brent Stolworthy

W I T N E S S E T H :

The Partners hereby form a Limited Partnership pursuant to the provisions of Section 53-208 of the Limited Partnership Act, Idaho Code Annotated, as amended. The Partners shall execute and cause to be filed a Certificate of Limited Partnership, as required by Idaho Code Annotated, Section 53-208 (a).

1. Name. The name of this Limited Partnership is THE GERALD E. STOLWORTHY FAMILY LIMITED PARTNERSHIP-A.
2. Business. The general character of the Partnership business shall be to hold, develop and lease real estate

and equipment, and conduct a general business as thereto related.

3. Principal Place of Business. The location of the principal place of business of the Partnership is 2865 East Morningside Drive, Idaho Falls, Idaho 83401.

4. Registered Agent. The registered agent for service for this Limited Partnership is Gerald E. Stolworthy whose address is 2865 East Morningside Drive, Idaho Falls, Idaho 83401.

5. The Partners. The General Partner and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNER

PLACE OF RESIDENCE

Gerald E. Stolworthy

2865 East Morningside Drive
Idaho Falls, Idaho 83401

LIMITED PARTNERS

PLACE OF RESIDENCE

Gerald E. Stolworthy

2865 East Morningside Drive
Idaho Falls, Idaho 83401

Margaret J. Stolworthy

2865 East Morningside Drive
Idaho Falls, Idaho 83401

G. Brent Stolworthy

Route #3, Box 294
Idaho Falls, Idaho 83401

6. Term. The Partnership shall begin on the 1st day of January, 1987, and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the

Partnership.

9. Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner shall have the right to sell his interest in the Partnership but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

11. Additional Limited Partners. The General Partner may admit additional limited partners.

12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement or insanity of the General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the General Partner has died, retired and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$ 105,000⁰⁰.

<u>Partners</u>	<u>Percentage Interest</u>	<u>Contribution</u>
Gerald E. Stolworthy	2%	\$ <u>2,100⁰⁰</u>
Margaret J. Stolworthy	96%	\$ <u>100,800⁰⁰</u>
G. Brent Stolworthy	2%	\$ <u>2,100⁰⁰</u>

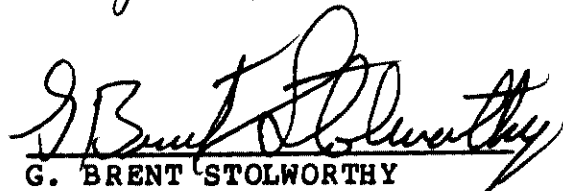
GENERAL PARTNER:


 GERALD E. STOLWORTHY

LIMITED PARTNERS:


 GERALD E. STOLWORTHY


 MARGARET J. STOLWORTHY


 G. BRENT STOLWORTHY

SCHEDULE "A"

Attached to THE GERALD E. STOLWORTHY FAMILY LIMITED PARTNERSHIP-A
dated the 1st day of January, 1987.

1. The following subject to the encumbrances owed thereon to-wit:

EAST BENCH (PRESTO BENCH)

Township 2 South, Range 37 East Boise Meridian:

Section 2:

Lots 1, 2, 3, and 4;
South half of the north half (S1/2N1/2);
North half of the southwest quarter (N1/2SW1/4);
North half of the southeast quarter (N1/2SE1/4) lying
north of the road.

Section 3:

Lots 1 and 2;
EXCEPTING FROM the NW1/4NE1/4 the following:
Beginning at a point that is east 630 feet and north
130 feet from the southwest corner of the NW1/4NE1/4
of Section 3, Township 2 South, Range 37, E.B.M., Bingham
County, Idaho, and running thence north 470 feet; thence
west at a right angle 490 feet, more or less, to the
right-of-way of Wolverine Road; thence south 29° 55'
east along said right-of-way to a point that is 145'
west, more or less, of the point of beginning; thence
east 145 feet, more or less, to the point of beginning.
TOGETHER WITH an easement of ingress and egress over
said exception tract described as follows:
An easement 30 feet wide along the Couth (south) line
of said exception tract of ingress and egress as described
in Warranty Deed, recorded as Instrument Number 250733
in Bingham County, Idaho records.

South half of the northeast quarter (S1/2NE1/4);
North half of the southeast quarter (N1/2SE1/4);
Southwest quarter of the northwest quarter (SW1/4NW1/4);
Northwest quarter of the southwest quarter (NW1/4SW1/4);
Southeast quarter of the northwest quarter (SE1/4NW1/4);
Northeast quarter of the southwest quarter (NE1/4SW1/4);
South half of the southwest quarter (S1/2SW1/4).

Section 4:

All that portion of the northwest quarter of the southeast quarter (NW1/4SE1/4) and the southeast quarter of the southwest (SE1/4SW1/4) lying southeast of the Idaho Canal;

East half of the southeast quarter (E1/2SE1/4);
Southwest quarter of the southeast quarter (SW1/4SE1/4).

Section 9:

East half of the northwest quarter (E1/2NW1/4);
West half of the northeast quarter (W1/2NE1/4).

BINGHAM COUNTY, STATE OF IDAHO.

The above-described real estate is hereby conveyed to said Gerald E. Stolworthy Family Limited Partnership-A with Grantors retaining the obligation to personally pay all obligations thereon if any presently exist.


GERALD E. STOLWORTHY

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

On the 7 day of JUN, 1987, personally
appeared before me Gerald E. Stolworthy, the signer of the within
instrument, who duly acknowledged to me that he executed the
same.



Notary Public
Residing at: Alpharetta, GA

My commission expires:

3/23/89