

CERTIFICATE OF LIMITED PARTNERSHIP '03

ALPHA-OMEGA CENTER LIMITED PARTNERSHIP

STATE OF IDAHO)
County of Bonneville) ss.

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the partnership is Alpha-Omega Center Limited Partnership.

2. The general nature of the partnership business is to do all things reasonable and proper in the operation of a Christian book and supply store.

3. The name and address of the agent for service of process upon the partnership shall be Ray R. Vinson, 886 South Holmes Avenue, Idaho Falls, Idaho, 83401.

4. The names and business addresses of each general and limited partner are as follows:

(a) General Partner: Ray R. Vinson
886 South Holmes Avenue
Idaho Falls, ID 83401

(b) Initial Limited Partners: D. Todd and Bonnie Rogers
510 Matchpoint
Idaho Falls, ID 83401

David and Ann Dedrick
2015 Curlew Drive
Idaho Falls, ID 83401

Will and Ann Kiemel Anderson
545 Shoup, #347
Idaho Falls, ID 83402

Rick and Cheryl Lunsford
Route 7, Box 41A
Idaho Falls, ID 83401

Ronald Paul Brink
P. O. Box 72
Mt. Pass, CA 92366

Matthew and Danial Anderson
290 East 25th
Idaho Falls, ID 83401

Jeffrey and Tamara Westcott
644 South 3500 East Ammon-Lincoln
Idaho Falls, ID 83402

William A. and Ann E. Jenkins
625 Brentwood Circle
Idaho Falls, ID 83401

Thomas P. and Ruth Ann Lange
761 Neptune
Idaho Falls, ID 83402

Jeffrey D. and
Janet Lee Tidrick
1160 Merrett
Idaho Falls, ID 83401

Richard and Mary Murphy
1245 Orlin
Idaho Falls, ID 83401

Craig M. Kullberg
1440 Vega Circle, Apt #7
Idaho Falls, ID 83402

(c) Additional Limited Partners: Such persons as may subscribe for available Limited Partnership Units

5. A description of the agreed value of the capital contributions of each partner is as follows:

<u>General Partner</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>	<u>Description of Capital</u>
Ray R. Vinson	500	50%	\$25,000.00	Inventory of books, supplies, etc. of Alpha-Omega Center

<u>Limited Partners</u>	<u>Limited Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>	<u>Description of Capital</u>
D. Todd and Bonnie Rogers	2	.2%	\$ 100.00	Cash
David and Ann Dedrick	1	.1%	50.00	Cash
Will and Ann Kiemel Anderson	3	.3%	150.00	Cash
Rick and Cheryl Lunsford	1	.1%	50.00	Cash
Ronald Paul Brink	1	.1%	50.00	Cash
Matthew and Danial Anderson	10	1.0%	500.00	Cash
Jeffrey and Tamara Westcott	2	.2%	100.00	Cash
William A. and Ann E. Jenkins	1	.1%	50.00	Cash
Thomas P. and Ruth Ann Lange	1	.1%	50.00	Cash
Jeffrey D. and Janet Lee Tidrick	21	2.1%	1,050.00	Cash
Richard and Mary Murphy	5	.5%	250.00	Cash
Craig M. Kullberg	2	.2%	100.00	Cash
Units left to be subscribed to:	450	45.0%		

6. There is no requirement for making additional contributions by any partner.

7. A limited partner may assign or transfer all or a portion of the partnership interest of said limited partner under the following conditions:

a. The general partner approves said assignment and the proposed assignee consents to such assignment; and

b. The assignee shall execute and deliver such instruments, in the form and substance satisfactory to the general partner, as the general partner shall deem necessary or desirable to cause them to become a substitute limited partner; and

c. The assignee shall pay all reasonable expenses in connection with admission as a substituted limited partner, including but not limited to, the cost of preparation and filing of any Amendment of the Limited Partnership Agreement, Certificate of Limited Partnership and Partnership Buy-Out Agreement; and

d. The assignee shall be bound by and become a party to the Partnership Agreement and the Buy-Out Agreement and be bound by all terms of such agreement.

8. No partner of the partnership can assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or transfer all or any portion of his partnership interest except pursuant to the terms of the Buy-Out Agreement of the General and Limited Partners of Alpha-Omega Center, Limited Partnership. The Buy-Out Agreement provides for the partnership or the general partner to purchase the terminating partner's interest for a value as specified in a Certificate of Agreed Value or pursuant to appraisal with the purchase price to be paid over an extended term. The exact terms and conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the partnership.

9. No partner has the right to receive distributions of property or cash except upon termination of a partnership interest or in liquidation of the partnership.

10. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The general partner has the right to determine what distributions will be made to the partners.

11. The partnership is to be dissolved upon the written approval of the general partner or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of the general partner.

12. In the event of dissolution of the partnership, instead of winding up, the partnership may be continued with the successor in interest of the general partner becoming a new general partner and the partnership reformed on that basis.

13. In the event of dissolution and the failure to reform the partnership, the partnership shall be liquidated.

Dated this 2nd day of June, 1983, at Idaho Falls, Idaho.

DATED: April 20, 1983 Ray R. Vinson
Ray R. Vinson

GENERAL PARTNER

DATED: 5/9/83 D. Todd Rogers
D. Todd Rogers

DATED: 5/9/83 Bonnie Rogers
Bonnie Rogers

DATED: 5/8/83 David Dedrick
David Dedrick

DATED: 5-1-83 Ann Dedrick
Ann Dedrick

DATED: 5/17/83 Will Anderson
Will Anderson

DATED: 5-17-83 Ann Kiemel Anderson
Ann Kiemel Anderson

DATED: 5-1-83 Rick Lunsford
Rick Lunsford

DATED: 5-1-83 Cheryl Lunsford
Cheryl Lunsford

DATED: 6/2/83

Ronald Paul Brink
Ronald Paul Brink

DATED: 5/13/83

Matthew Anderson
Matthew Anderson

DATED: 5/13/83

Danial Anderson
Danial Anderson

DATED: 4-22-83

Jeffrey T. Westcott
Jeffrey Westcott

DATED: 4-22-1983

Tamara Westcott
Tamara Westcott

DATED: 4-27-83

William A. Jenkins
William A. Jenkins

DATED: 4-27-83

Ann E. Jenkins
Ann E. Jenkins

DATED: 5-4-83

Thomas P. Lange
Thomas P. Lange

DATED: 5-4-83

Ruth Ann Lange
Ruth Ann Lange

DATED: 4-30-83

Jeffrey D. Tidrick
Jeffrey D. Tidrick

DATED: 4-30-83

Janet Lee Tidrick
Janet Lee Tidrick

DATED: 5-1-83

Richard Murphy
Richard Murphy

DATED: 5-1-83

Mary Murphy
Mary Murphy

DATED: 5-27-83

Craig M. Kullberg
Craig M. Kullberg

LIMITED PARTNERS

SUBSCRIBED and sworn to before me this 2nd day of
June, 1983.

(Seal)

Vandall L. Banton
Notary Public for Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: Life