

M & K TRUCKING LIMITED PARTNERSHIP

JAN 31 8 40 AM '85

CERTIFICATE

SEP 28 8 51 AM '84
SECRETARY OF STATE

STATE

OF

LIMITED PARTNERSHIP

June 1, 1984

STATE OF IDAHO)
County of Bonneville) ss.

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 M & K TRUCKING LIMITED PARTNERSHIP.

2. The purpose of the Limited Partnership is to carry on the business of leasing trucks and trucking equipment, together with any other activity authorized under the State of Idaho for a limited partnership under the firm name and style of M & K TRUCKING, LTD.

3. The name and address of the registered agent of the Limited Partnership is Moritz M. Bazil, Route 2, Box 340-K, Rigby, Idaho.

4. The names and addresses of the General Partners are as follows:

MORITZ M. BAZIL
KATHY A. BAZIL

Route 2, Box 340-K
Rigby, Idaho

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

WENDY BAZIL

Route 2, Box 340-K
Rigby, Idaho

BROOKE BAZIL

Route 2, Box 340-K
Rigby, Idaho

BLADE BAZIL

Route 2, Box 340-K
Rigby, Idaho

KOLEE BAZIL

Route 2, Box 340-K
Rigby, Idaho

6. The initial term of the Limited Partnership is June 1, 1984 to May 31, 1985, 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 and personal property of Six Hundred Dollars (\$600), and the initial contribution of each General Partner is an equity in equipment and personal property of Three Thousand Eight Hundred Dollars (\$3,800).

8. Additional contribution to be made as agreed upon, but no additional contributions are contemplated.

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 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 without prior consent of the General Partner.

12. An additional Limited Partner may be admitted without amendment to this Certificate of Limited Partnership and consent by 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 only entitled to demand and receive property other than cash in return for his contribution upon the consent of the General Partner.

DATED: June 1, 1984

GENERAL PARTNER:

Moritz M. Bazil
MORITZ M. BAZIL

Kathy A. Bazil
KATHY A. BAZIL

LIMITED PARTNERS:

Wendy Basil By Moritz M. Basil
WENDY BAZIL

Brooke Basil By Moritz M. Basil
BROOKE BAZIL

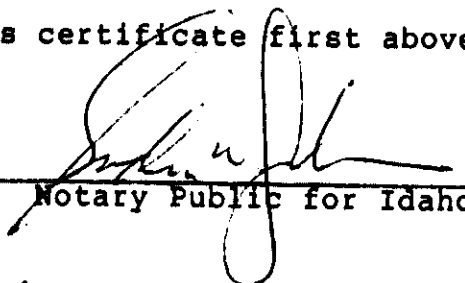
Blade Basil By Moritz M. Basil
BLADE BAZIL

Kolee Basil By Moritz M. Basil
KOLEE BAZIL
By Moritz M. Basil, Parent

STATE OF IDAHO)
County of Bonneville) ss.

On this 28th day of June, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared MORITZ M. BAZIL, KATHY A. BAZIL, ^{and Moritz Basil on behalf of} WENDY BAZIL, BROOKE BAZIL, BLADE BAZIL, and ~~MORITZ M. BAZIL on behalf of~~ KOLEE BAZIL, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.



Notary Public for Idaho