

CERTIFICATE OF LIMITED PARTNERSHIP UNDER UNIFORM LIMITED PARTNERSHIP ACT
SEC. OF STATE

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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:

"Science Center Commercial, Ltd. , an Idaho Limited Partnership"

II. The purpose of the partnership shall be to invest in and operate Idaho farm property and/or other commercial real estate; to hold, own, maintain, manage develop, farm, operate, sell, transfer, convey, lease, mortgage, exchange, or otherwise dispose of or deal in or with residential or commercial properties; and to perform any acts to accomplish the foregoing purposes, as well as any other lawful business.

III. The location of the partnership's principal place of business is 1740 E. 17th Street, Idaho Falls, Idaho. The registered agent is Willard R. Price, who is also located at 1740 E. 17th Street, Idaho Falls, Idaho.

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

<u>NAME:</u>	<u>GENERAL PARTNERS:</u>	<u>RESIDENCE:</u>
Jay N. Herring		1065 E. 21st Street, Idaho Falls, Idaho 83401
Willard R. Price		697 E. 1600 N. Idaho Falls, Idaho 83402
Keith C. Turnbow		3640 Ross Avenue Idaho Falls, Idaho 83401

LIMITED PARTNERS:

Willard R. Price	697 E. 1600 N. Idaho Falls, Idaho 83402
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V. The partnership shall continue and the partners shall receive return of capital until December 31, 2010, unless the partnership is earlier terminated pursuant to the Partnership Agreement.

VI. The limited partners have contributed the following cash and services to the partnership:

<u>NAME:</u>	<u>AMOUNT:</u>	<u>UNITS OF OWNERSHIP</u>
Willard R. Price	\$1,000.00	1 unit

The general partners have contributed the following cash and services to the partnership:

Jay N. Herring	26,000.00	26 units
Willard R. Price	5,000.00	5 units
Keith C. Turnbow	31,000.00	31 units

VII. By reason of their contribution, the limited partners shall receive the following percentages of the net profits of the partnership:

NAME:

PERCENTAGE:

Willard R. Price

1.5873

VIII. By reason of their contributions, the general partners shall receive the following percentages of the net profits of the partnership:

NAME:

PERCENTAGE:

Jay N. Herring

41.2698

Willard R. Price

7.9365

Keith C. Turnbow

49.2064

IX. A limited partner may not sell, transfer, assign, or create a security interest in his or its interest or any portion thereof without 50% consent of the general partners, which shall not be unreasonably withheld, and further subject to the provisions as set forth in the Limited Partnership Agreement, dated 3-15-85.

X. The General Partners have the right to admit additional limited partners, to increase the capitalization of the partnership.

XI. The general partners authorize Willard R. Price to enter into a purchase agreement of approx. .8 acres of SW $\frac{1}{4}$ of Section 7, Township 2, North Range 38 EBM in Bonneville County, Idaho, to acquire a deeded interest for the partnership and will place combined mortgages of approximately \$202,500.00 against the ground and improvements.

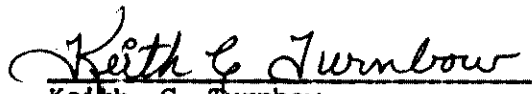
XII. In the event of the resignation, withdrawal, retirement, death or insanity of a general partner, the business of the partnership shall continue by any remaining general partner. As used herein, "death" shall include the dissolution of a corporate general partner.

XIII. A partner's right to receive distributions of property from the partnership shall consist of the right to receive profits, or a final distribution of property upon termination of the partnership.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of MARCH, 1985.

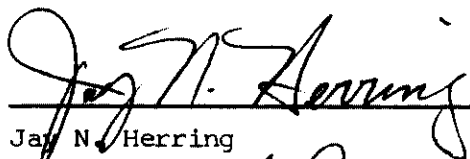

Jay N. Herring



Willard R. Price


Keith C. Turnbow

STATE OF IDAHO)
) SS
County of Bonneville)

Jay N. Herring, Willard R. Price and Keith C. Turnbow, being duly sworn according to law, depose and certify that they are the general partners named in the foregoing certificate and that the facts set forth therein are true and correct.


Jay N. Herring


Willard R. Price


Keith C. Turnbow

Subscribed in my presence and sworn to before me this 15th day of MARCH 1985.

Notary Public for the State of Idaho

Residing at IDAHO FALLS


My Commission EXPIRES FEBRUARY 26, 1990

STATE OF IDAHO)
) SS
County of Bonneville)

Willard R. Price, being duly sworn according to law, desoses and certifies that he is the limited partner named in the foregoing certificate and that the facts set forth therein are true and correct.


Willard R. Price

Subscribed in my presence and sworn to before me this 15th day of MARCH, 1985.


Notary Public for the State of Idaho

Residing at IDAHO FALLS

My Commission EXPIRES FEBRUARY 26, 1990