

CERTIFICATE OF LIMITED PARTNERSHIP

OF

OCT 6 8 35 AM '83
SECRETARY OF STATE

JUL 7 3 39 PM '83
THE FRANKLIN D. TRANSTRUM FAMILY LIMITED PARTNERSHIP
A Idaho Partnership
SECRETARY OF STATE

The parties hereto do hereby certify that an Agreement was made effective the 23 day of June, 1985, at Salt Lake City, Utah, by the following, herein called "General Partners":

FRANKLIN D. TRANSTRUM
DIANNE MAE TRANSTRUM

and by the following, herein called "Limited Partners":

FRANKLIN D. TRANSTRUM
DIANNE MAE TRANSTRUM
TERREL "F." TRANSTRUM
SHARI LYN TRANSTRUM
TIMOTHY FRANKLIN TRANSTRUM
DIANNE M. TRANSTRUM
AS CUSTODIAN FOR:

MICHAEL CRAIG TRANSTRUM
"C." NICHOLAS TRANSTRUM

W I T N E S S E T H:

The parties hereto on the date described above formed a Limited Partnership pursuant to the provisions of Section 53-208 of the Limited Partnership Act, Idaho Code Annotated, 1947, and sign and swear to this certificate as required by Idaho Code Annotated, Section 53-208(a).

1. NAME: The name of this Limited Partnership is The Franklin D. Transtrum Family Limited Partnership.

2. BUSINESS: The general character of the partnership business shall be to hold, develop, and lease real estate, 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

Blackfoot, Idaho.

4. REGISTERED AGENT: The registered agent for service for this Limited Partnership is Franklin D. Transtrum of 1198 Walker Street, Blackfoot, Idaho.

5. THE PARTNERS: The names and places of residence of each member of the Limited Partnership are as follows: The Franklin D. Transtrum Family Limited Partnership, Blackfoot, Idaho.

FRANKLIN D. TRANSTRUM	1198 Walker Street Blackfoot, Idaho 83221
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DIANNE MAE TRANSTRUM	1198 Walker Street Blackfoot, Idaho 83221
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TERREL "F." TRANSTRUM	4B 191 Wymount Terrace Provo, Utah
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SHARI LYN TRANSTRUM	1198 Walker Street Blackfoot, Idaho 83221
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TIMOTHY FRANKLIN TRANSTRUM	1198 Walker Street Blackfoot, Idaho 83221
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DIANNE M. TRANSTRUM
AS CUSTODIAN FOR:

MICHAEL CRAIG TRANSTRUM	1198 Walker Street Blackfoot, Idaho 83221
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"C." NICHOLAS TRANSTRUM	1198 Walker Street 83221 Blackfoot, Idaho
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6. TERM: The partnership shall begin on the 23 day of June, 1983, 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 time has been agreed upon for the return of any contribution by any Limited Partner.

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.

10. ASSIGNMENTS: A Limited Partner shall have the right to sell his interest in the partnership acting through the guardian, but only after such Limited Partner gives to the

partnership a thirty-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 surviving General Partner, the partnership shall dissolve unless continued by the remaining partners and selecting when necessary a new general partner. If the last surviving or serving 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.

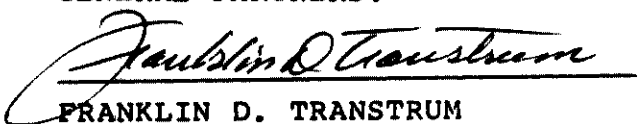
14. PROPERTY OTHER THAN CASH: A Limited Partner may not demand property other than cash in return for his contributions.

15. AMOUNT OF CASH AND AGREED VALUE AND DESCRIPTION OF OTHER PROPERTY CONTRIBUTED: The Limited Partners have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$100⁰⁰.

TERREL "F." TRANSTRUM	20%
SHARI LYN TRANSTRUM	30%
TIMOTHY FRANKLIN TRANSTRUM	30%
DIANNE M. TRANSTRUM AS CUSTODIAN FOR:	

MICHAEL CRAIG TRANSTRUM	13%
"C." NICHOLAS TRANSTRUM	5%

GENERAL PARTNERS:


FRANKLIN D. TRANSTRUM

Dianne Mae Transtrum
DIANNE MAE TRANSTRUM

LIMITED PARTNERS:

Franklin D. Transtrum
FRANKLIN D. TRANSTRUM

Dianne Mae Transtrum
DIANNE MAE TRANSTRUM

Terrel F. Transtrum
TERREL "F." TRANSTRUM

Shari Lyn Transtrum
SHARI LYN TRANSTRUM

Timothy Franklin Transtrum
TIMOTHY FRANKLIN TRANSTRUM

Dianne Mae Transtrum
DIANNE MAE TRANSTRUM
AS CUSTODIAN FOR:

MICHAEL CRAIG TRANSTRUM

"C." NICHOLAS TRANSTRUM

SCHEDULE "A"

Attached to THE FRANKLIN D. TRANSTRUM
FAMILY LIMITED PARTNERSHIP dated the 23 day
of June 19 83.

The following is hereby transferred to this
Partnership:

\$100.00

Franklin D. Transtrum
Franklin D. Transtrum

Dianne Mae Transtrum
Dianne Mae Transtrum

STATE OF Utah
COUNTY OF Sanpete ss

On this 23 day of June, 19 83,
personally appeared before me Franklin D. Transtrum and
Dianne Mae Transtrum the signers of the within instrument who
duly acknowledged to me that they executed the same.

MY COMMISSION EXPIRES:

9-23-83

[Signature]
NOTARY PUBLIC