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SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP
OF

UNIVERSAL STANDARDS LAB LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Bonneville)

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 UNIVERSAL STANDARDS LAB LIMITED PARTNERSHIP.

2. The general character of the Partnership business is to do all things reasonable and proper in the calibration of test equipment and in the reasonable operation, management and conduct of such business.

3. The name and address of the agent for service of process upon the Partnership shall be Richard J. Brown, 1538 Parkwood, Idaho Falls, Idaho 83401.

4. The names and business addresses of each General and Limited Partner are as follows:

<u>GENERAL PARTNERS</u>	<u>BUSINESS ADDRESS</u>
Richard J. Brown	1538 Parkwood Idaho Falls, Idaho 83401
Marshal A. Wade	4160 Spartina Idaho Falls, Idaho 83401

<u>LIMITED PARTNER</u>	<u>PLACE OF RESIDENCE</u>
Gerald L. Frazell	11245 Greenbrier Drive Idaho Falls, Idaho 83401

5. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner is as follows:

<u>General Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
Richard J. Brown	\$400.00	cash
Marshal A. Wade	\$400.00	cash

<u>Limited Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
Gerald L. Frazell	\$200.00	cash

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

7. A Limited Partner may not assign all or any portion of a Partnership interest unless the following conditions are met:

(i) A proposed written instrument of assignment is filed with the Partnership setting forth a statement of the intention that the transferor, assignor, designor or legal representative transfers to the proposed transferee, designee or the legal representative such interests and the same become a substituted Limited Partner;

(ii) The proposed substituted Limited Partner execute, adopt and acknowledge the Partnership Agreement, the Buy-Out Agreement, the Certificate of Limited Partnership, if required by law, and any Certificates of Agreed Value;

(iii) The proposed substituted Limited Partner shall pay all costs and fees incurred or charged by the Partnership to effectuate the transfer;

(iv) The proposed substituted Limited Partner meets the requirements for investment in the Partnership applicable to the original transferor, if any, and executes all of the documents reasonably required by the General Partners;

(v) A certificate evidencing the admission of such person as a Limited Partner shall have been properly recorded with the appropriate authorities.

8. No partner of the Partnership can sell, 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 Universal Standards Lab Limited Partnership. The exact terms and conditions are found in the Buy-Out Agreement referred to

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Universal Standards Lab Limited Partnership

herein and a copy of said Agreement is held by the registered agent of the Partnership.

9. The Partnership is to be dissolved and its affairs wound up upon the unanimous written agreement of the General Partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any General Partner.

10. In the event of dissolution of the Partnership, instead of winding up, the Partnership may be continued under the following conditions:

a. With the consent of the terminating General Partner and with the unanimous consent of the remaining General Partner and Limited Partner the interest of the terminating General Partner may be converted from a general Partnership interest to a limited Partnership interest and the Partnership reformed on that basis. The converted interests shall be entitled to the same interest in profits and losses or distributions as the interest such partner had as a General Partner. If there are no remaining General Partners a new General Partner or partners shall be selected from the Limited Partners by a majority vote of the Limited Partners and the interest of the Limited Partners or partners so chosen shall be converted to general Partnership interest. The converted interests shall be entitled to the same interest in profits and losses or distributions as the interest such partner had as a Limited Partner; or

b. The Partnership or remaining partners may purchase the interest of the terminating General Partner under the terms of the Buy-Out Agreement and the Partnership reformed on that basis.

Dated this 5th day of August, 1983.


RICHARD J. BROWN


MARSHAL A. WADE

GENERAL PARTNERS

Gerald L. Frazee
GERALD L. FRAZEE

LIMITED PARTNER

SUBSCRIBED and sworn to before me this 5th day
of August, 1983.

(Seal)

Gayle O. Sorenson
Notary Public for Idaho
Residing at: Idaho Falls
My Commission Expires: 1984