

**CERTIFICATE OF LIMITED PARTNERSHIP**

**OF**

**VACUMAG, LTD. LIMITED PARTNERSHIP**

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The undersigned partners of Vacumag, Ltd. Limited Partnership hereby certify as follows:

1. The name of the limited partnership is "Vacumag, Ltd. Limited Partnership."

2. The general character of the limited partnership's business is development of new products in the cleaning and sanitation industry.

3. The principal office of the limited partnership is 6053 Corporal, Boise, Idaho, 83704. The name and address of the registered agent for service of process on the partnership is David W. Korsen, 6053 Corporal, Boise, Idaho, 83704.

4. The name and business address of each partner is set forth on Exhibit A attached hereto.

5. The amount of cash and a description and statement of the agreed value of the property and/or service previously rendered and contributed by each partner is set forth on Exhibit A attached hereto. No partner has agreed to contribute any cash, property, or services in the future as part of his capital contribution.

6. No partner has agreed to make any additional contributions in the future.

7. A limited partner has the power to grant the right to become a limited partner to an assignee of his partnership interest, subject to the consent of the general partner which the general partner may withhold in its discretion. The assignor and assignee must deliver to the general partner a duly executed and acknowledged written instrument of assignment in form and substance satisfactory to the general partner specifying the interest being transferred and setting forth the intention of the assignor that the assignee succeed to the assignor's interest as a limited partner. The assignor and assignee must execute, acknowledge, and deliver any other instruments requested by the general partner, including without limitation an acceptance and adoption by the assignee of the provisions of the Agreement of Limited Partnership, an amendment to the partnership's certificate of limited partnership, and a special power of attorney as described in the

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Agreement of Limited Partnership. The general partner may also require payment of a transfer fee sufficient to cover the reasonable expenses of effecting the substitution.

8. The limited partners do not have the right to terminate their membership in the limited partnership. The general partner may terminate its membership in the limited partnership at any time but is not entitled to any distribution with respect to its partnership interest upon such termination unless the limited partnership dissolves as a result of such termination.

9. The partners have a right to receive distributions upon the dissolution, winding up, and termination of the limited partnership.

10. No partner has a right to receive, and the general partner does not have any right to make, distributions to a partner that include a return of all or any part of the partner's contribution, except upon termination of the limited partnership.

11. The limited partnership is to be dissolved and its affairs wound up upon (a) sale for cash or notes or other evidence of indebtedness of all or substantially all of the property then owned by the partnership (b) any cessation of the general partner to be a general partner of the partnership, unless the partners unanimously agree in writing to continue the business of the Partnership and to the appointment of a new general partner within 90 days after such cessation.

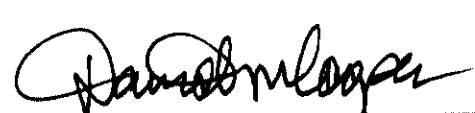
12. In the event of withdrawal of the general partner, there will be no remaining general partners to continue the business of the limited partnership, unless continued as set forth above.

GENERAL PARTNER

KORSEN INDUSTRIES, INC. an  
Idaho corporation

Dated: 3-10-91 By   
David W. Korsen, President

LIMITED PARTNERS

Dated: 3/4/91   
David M. Cooper

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Dated: 3-4-91

Robert A. Norman  
Robert A. Norman

Dated: 3/4/91

Ruth M. Stevens  
Ruth M. Stevens

Dated: 3/7/91

J. David Stoddard  
J. David Stoddard  
DAVID MARKER AND KATHRYN M. MARKER  
REVOCABLE 1991 TRUST

Dated: 3/7/91

David Marker  
David Marker - Trustee

Dated: 3/13/91

David L. Korsen  
David L. Korsen

(VauCert/JWS/d1)  
03-04-91

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EXHIBIT A  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
VACUMAG LTD., LIMITED PARTNERSHIP

	<u>Cash</u>	<u>Value of Property</u>	<u>Cash Contribution or Service Previously Rendered</u>	<u>Value of Services Previously Rendered</u>
<b><u>GENERAL PARTNER:</u></b>				
Korsen Industries, Inc. 6053 Corporal Boise, Idaho 83704	\$ 0	\$77,000	\$ 0	
<b><u>LIMITED PARTNERS:</u></b>				
David M. Cooper c/o Cooper Norman & Co. P.O. Box 394 Twin Falls, ID 83303-0394	\$ 7,500	\$ 0		\$2,500
Robert A. Norman c/o Cooper Norman & Co. P.O. Box 394 Twin Falls, ID 83303-0394	\$ 7,500	\$ 0		\$2,500
Ruth M. Stevens c/o Cooper Norman & Co. P.O. Box 394 Twin Falls, ID 83303-0394	\$ 0	\$ 0		\$2,500
J. David Stoddard c/o Cooper Norman & Co. P.O. Box 394 Twin Falls, ID 83303-0394	\$ 0	\$ 0		\$2,500
David L. Marker and Kathryn M. Marker Revocable 1991 Trust 500 South Arden Los Angeles, CA	\$45,000	\$ 0	\$ 0	
David L. Korsen P.O. Box 1806 Twin Falls, ID 83303-1806	\$ 7,000	\$ 0	\$ 0	