

DEC 28 8 55 AM '84
CERTIFICATE OF LIMITED PARTNERSHIP
STATE OF IDAHO

OF

L. R. BIRD 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 L. R. BIRD LIMITED PARTNERSHIP.

2. The general character of the Partnership business is to acquire by purchase, exchange, lease, hire or otherwise, real estate of every kind, character, and description whatever, wherever located, and interests of all kinds therein (i) to hold, own, develop, improve, manage, operate, let as lessor or sublessor, and mortgage such property, (ii) to sell and exchange such property and interests therein, (iii) to obtain, use, dispose of and deal in and with such property in every other manner, either alone or in conjunction with others, as partners, joint venturers or otherwise, and (iv) to carry on the business of managing agent, broker, finder, consultant and all other functions in connection therewith.

3. The name and address of the agent for service of process upon the Partnership shall be Richard Ray Bird, 427 Troy, Idaho Falls, Idaho, 83402.

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

GENERAL PARTNERS

PLACE OF RESIDENCE

Kenneth P. Bird

215 Labelle Drive
Rigby, ID 83442

Richard Ray Bird

427 Troy
Idaho Falls, Idaho 83402

LIMITED PARTNERSPLACE OF RESIDENCE

The Testamentary Trust
Established Under the
Last Will and Testament
of Lewis R. Bird; Grace
L. Bird, Ronald L. Bird,
Richard Ray Bird,
Trustees

%Grace L. Bird
418 Dickson
Idaho Falls, Idaho 83402

Ronald L. Bird

803 Wayne
Pocatello, Idaho 83201

Lola Geary

4120 Central Avenue #12
Fremont, CA 94536

Lela Leavitt

595 Gladstone
Idaho Falls, Idaho 83401

Rowene Goble

910 Curtis
Blackfoot, Idaho 83221

Wilma Curtis

Route 1, Box 159E
Rigby, Idaho 83442

Elaine Storer

725 Saturn Avenue
Idaho Falls, Idaho 83402

Joann Petersen

1569 Ray
Idaho Falls, Idaho 83402

Rodney Bird

885 Crestmont
Idaho Falls, Idaho 83402

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>
Kenneth P. Bird	\$14,928.92	Undivided lease- hold interest in real property and improvements thereon

Richard Ray Bird	\$14,928.92	Undivided leasehold interest in real property and improvements thereon
<u>Limited Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
The Testamentary Trust established under the Last Will and Testament of Lewis R. Bird; Grace L. Bird, Ronald L. Bird and Richard Ray Bird, Trustees	\$14,590.34	Undivided leasehold interest in real property and improvements thereon
Ronald L. Bird	\$15,049.38	Undivided leasehold interest in real property and improvements thereon
Lola Geary	\$14,928.92	Undivided leasehold interest in real property and improvements thereon
Lela Leavitt	\$14,928.92	Undivided leasehold interest in real property and improvements thereon
Rowene Goble	\$14,928.92	Undivided leasehold interest in real property and improvements thereon
Wilma Curtis	\$14,928.92	Undivided leasehold interest in real property and improvements thereon

Elaine Storer	\$14,928.92	Undivided leasehold interest in real property and improvements thereon
Joann Petersen	\$14,928.92	Undivided leasehold interest in real property and improvements thereon
Rodney Bird	\$14,928.92	Undivided leasehold interest in real property and improvements thereon

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) The General Partners, other than the transferring partner, if said transferring partner be a General Partner, shall give their unanimous consent, which consent they may grant or withhold in their sole discretion; and

(vi) 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 L. R. Bird Limited Partnership. The exact terms and conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the Partnership.

9. No partner has the right to receive distributions of property or cash, except distributions of available funds approved by a majority vote of the General Partners of the Partnership.

10. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The General Partners by majority vote have the right to determine what distributions will be made to the partners.

11. 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 or insanity, of any General Partner.

12. 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 if he be alive and competent, or otherwise by his successor in interest, and with the unanimous consent of all the General Partners or if there be no remaining General Partners, Limited Partners owning more than fifty percent (50%) of the outstanding Partnership units owned by Limited Partners, 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 17 day of December, 1984.

DATED: 12-17-84

Kenneth P. Bird
Kenneth P. Bird

DATED: 12-17-84

Richard Ray Bird
Richard Ray Bird

GENERAL PARTNERS

DATED: 12/17/84

Grace L. Bird
Grace L. Bird, Trustee of the Testamentary Trust established under the Last Will and Testament of Lewis R. Bird

DATED: 12-17-84

Ronald L. Bird
Ronald L. Bird, Trustee of the Testamentary Trust established under the Last Will and Testament of Lewis R. Bird

DATED: 12-17-84

Richard Ray Bird
Richard Ray Bird, Trustee of the Testamentary Trust established under the Last Will and Testament of Lewis R. Bird

DATED:

12-17-84

Ronald L Bird
Ronald L. Bird

DATED:

12-17-84

Lola Geary
Lola Geary

DATED:

12/17/84

Lela Leavitt
Lela Leavitt

DATED:

12/17/84

Rowene Goble
Rowene Goble

DATED:

12-17-84

Wilma Curtis
Wilma Curtis

DATED:

12-17-84

Elaine Storer
Elaine Storer

DATED:

12-17-84

Joann Petersen
Joann Petersen

DATED:

12-17-84

Rodney Bird
Rodney Bird

SUBSCRIBED and sworn to before me this 17 day of
December, 1984.

(Seal)

Tha Fann
Notary Public for Idaho
Residing at: Idaho Falls
My Commission Expires: 1985

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JAN 10 8 50 AM '85
SECRETARY OF STATE

January 4, 1985

Secretary of State
Statehouse
Boise, Idaho 83720

Dear Sir:

The below signed, Grace L. Bird, is duly elected president of L. R. Bird Investment Co., Inc. On behalf of the L. R. Bird Investment Co, Inc., Grace L. Bird hereby authorizes the use of the name L. R. Bird Limited Partnership by the partnership of that name, the Certificate of Limited Partnership having recently been filed with the Secretary State's Office of the State of Idaho, showing general partners of Kenneth P. Bird and Richard Ray Bird, and limited partners of Ronald L. Bird, Lola Geary, Lela Leavitt, Rowene Goble, Wilma Curtis, Elaine Storer, Joann Petersen, Rodney Bird and the Testamentary Trust established under the Last Will and Testament of Lewis R. Bird--Grace L. Bird, Ronald L. Bird, and Richard Ray Bird as trustees.

DATED this 7 day of January, 1985.

Grace L. Bird
Grace L. Bird