

CERTIFICATE OF FAMILY LIMITED PARTNERSHIP

OF

RECORDED
SECTION 171

THE MELVIN R. AND ARDELL C. HOOPES
FAMILY LIMITED PARTNERSHIP

90 OCT 4 AM 8 29

STATE OF IDAHO)
) ss.
COUNTY OF CARIBOU)

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Idaho Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the partnership is The Melvin R. and Ardell C. Hoopes Family Limited Partnership.

2. The general nature of the partnership business is:

(a) Investment and Asset Management. To do all things reasonable and proper in the management of investments and assets.

(b) To Transact Other Business. To transact any and all other businesses for which limited partnerships may be formed under the laws of the State of Idaho.

(c) To Act on Own Account or for Others. To accomplish any of the foregoing purposes for its own account or as nominee, agent or trustee for other individuals, partnerships, corporations or other entities.

(d) Registered Agent. The name and address of the agent for service of process upon the Partnership shall be Melvin R. Hoopes whose address is 5572 Weber Lane, Freedom, Wyoming 83120 (located in Idaho).

3. The principal place of business of the partnership is 5572 Weber Lane, Freedom, Wyoming 83120 (located in Idaho).

4. The names and addresses of each general and limited partner are as follows:

GENERAL PARTNERS

PLACE OF RESIDENCE

Melvin R. Hoopes

5572 Weber Lane
Freedom, Wyoming 83120
(Located in Idaho)

Ardell C. Hoopes

5572 Weber Lane
Freedom, Wyoming 83120
(Located in Idaho)

LIMITED PARTNERS

PLACE OF RESIDENCE

Melvin R. Hoopes

5572 Weber Lane
Freedom, Wyoming 83120
(Located in Idaho)

Ardell C. Hoopes

5572 Weber Lane
Freedom, Wyoming 83120
(Located in Idaho)

5. The term of the partnership commences on the 28 day of September 1990, and shall continue indefinitely until terminated in the manner provided in the Articles of Limited Partnership.

6. A description of the original capital contributions of each partner is as follows:

<u>General Partners</u>	<u>Amount of Capital</u>	<u>Percent of Interest</u>
Melvin R. Hoopes	\$ 2.50	2.5%
Ardell C. Hoopes	\$ 2.50	2.5%

<u>Limited Partners</u>	<u>Amount of Capital</u>	<u>Percent of Interest</u>
Melvin R. Hoopes	\$ 47.50	47.5%
Ardell C. Hoopes	\$ 47.50	47.5%

7. There is no agreement concerning the making of additional contributions by any limited partner, nor is there any agreement concerning the time when the contribution of any limited partner is to be returned.

8. The share of profits in the partnership business which each limited partner shall receive by reason of his contribution of capital is as follows: Ninety-Five percent (95%) of the net profits of the partnership shall be divided among the Limited Partners in proportion to their percentage ownership of the capital of the partnership.

9. A limited partner may not assign, encumber, give, pledge, transfer, devise, bequeath, or in any manner whatsoever dispose of all or any part of a partnership interest without complying with the terms of the partnership Buy-Out Agreement.

10. Additional limited partners may be admitted only upon the consent of all of the general partners.


11. There are no priorities between the limited partners as to contributions or as to compensation by way of income.

12. In the event of the death, retirement or withdrawal of any general partner, the partnership shall be dissolved, but the remaining partners shall have the right to continue the partnership business by purchasing the deceased partner's interest as provided in the Buy-Out Agreement unless the partnership is reformed as provided in the partnership agreement.

DATED this 27 day of September, 1990, at 36 South State Street, Suite 2000, Salt Lake City, Utah 84111.

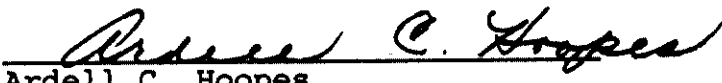
GENERAL PARTNERS:


Melvin R. Hoopes


Ardell C. Hoopes

LIMITED PARTNERS:


Melvin R. Hoopes


Ardell C. Hoopes