

RECORDED
SECTION 53-201
90 SEP 19 AM 8 35

CERTIFICATE OF LIMITED PARTNERSHIP
OF

THE MARRINER F. BINGHAM THIRD FAMILY
LIMITED PARTNERSHIP
An Idaho Limited Partnership

The parties hereto do hereby certify that an Agreement was made effective the 22 day of June, 1990, at Nampa, Idaho, by the following, herein called "General Partners":

Marriner F. Bingham
Maralyn B. Bingham

and by the following, hereinafter referred to as "Limited Partners":

Marriner F. Bingham
Maralyn B. Bingham

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 53-201 et seq., Idaho Code, and execute this certificate as required by Section 53-208 and 53-211, Idaho Code.

1. Name. The name of this Limited Partnership is THE MARRINER F. BINGHAM THIRD FAMILY LIMITED PARTNERSHIP.

2. Business. The general character of the Partnership business shall be to hold, own and manage securities and investments, and conduct a general business as thereto related.

3. Registered Agent and Office. The registered agent for this Limited Partnership is Marriner F. Bingham. The address of the registered agent and the registered office is 1321 Smith Avenue, Nampa, Idaho 83651.

4. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNERS

PLACE OF BUSINESS

Marriner F. Bingham

1321 Smith Avenue
Nampa, Idaho 83651

Maralyn B. Bingham

1321 Smith Avenue
Nampa, Idaho 83651

LIMITED PARTNERS

PLACE OF BUSINESS

Marriner F. Bingham

1321 Smith Avenue
Nampa, Idaho 83651

Maralyn B. Bingham

1321 Smith Avenue
Nampa, Idaho 83651

5. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$ 162,000.

<u>Partners</u>	<u>Percentage Interest</u>	<u>Contribution</u>
Marriner F. Bingham	50%	\$ 81,000
Maralyn B. Bingham	50%	\$ 81,000

6. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

7. Assignments. A Limited Partner shall have the right to assign such Partner's interest in the Partnership but only after such Limited Partner gives to the Partnership a 120 day opportunity to purchase such interest, as explained in detail by the Partnership Agreement. Only the General Partner may admit additional limited partners.

8. Events of Termination, Distribution. No Partner may terminate such Partner's membership in the Limited Partnership except upon the dissolution of the Limited Partnership. Distribution upon the dissolution of the Partnership shall be made

ratably according to the interests of each Limited Partner in the Partnership.

9. Distribution from Limited Partnership. Limited Partners have no right to receive distributions of property from the Partnership. Distributions of cash earnings may be made annually subject to the sole discretion of the General Partner.

10. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership.

11. Events of Dissolution. The Partnership shall begin on the 22 day of June, 1990, and shall continue for 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.

12. 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 50% of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

GENERAL PARTNERS:

Marriner F. Bingham
MARRINER F. BINGHAM

Maralyn B. Bingham
MARALYN B. BINGHAM

LIMITED PARTNERS:

Marriner F. Bingham
MARRINER F. BINGHAM

Maralyn B. Bingham
MARALYN B. BINGHAM

SCHEDULE "A"

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SEC. OF STATE

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Attached to THE MARRINER F. BINGHAM THIRD FAMILY LIMITED PARTNER-
SHIP, dated the 22 day of June, 1990.

1. The following accounts in the following institutions,
together with all future additions, interest or accumulations
therein:

First Security Bank of Idaho
Nampa Office
103 12th Avenue South
Nampa, Idaho 83651

Four Certificates of Deposit

2. All rights, title and interests in and to the following:
 - a. \$ 50.00 each from Marriner F. Bingham and Maralyn B. Bingham.
 - b. Grange Mutual Life Company
Policy No. A008411

Dated the 13 day of August, 1990.

Marriner F. Bingham
MARRINER F. BINGHAM

Maralyn B. Bingham
MARALYN B. BINGHAM

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 13th day of August, in the year of 1990,
before me the undersigned, a Notary Public for said State,
personally appeared Marriner F. Bingham and Maralyn B. Bingham,
known or identified to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that
they executed the same.

William H. Leigh
Notary Public in and for the State
of Utah, residing at
Salt Lake City, therein.

My commission expires:

