

CERTIFICATE OF LIMITED PARTNERSHIP

The below signed execute this Certificate of Limited Partnership in accordance with Idaho Code §53-208 and state the following:

I

The name of the limited partnership is 8-A Limited Partnership.

II

The general character of its business is to acquire, operate or lease real property and operate as consultants for building maintenance operations and any other business which the partnership may from time to time deem in its best interests, including the writing, publishing and promoting of pamphlets, books and articles which deal with building maintenance operations, the manufacture of bricks or cinder-blocks or concrete, and any other lawful activity which the partnership may from time to time decide to engage in.

III

The name and address of the registered agent for service of process is Donald A. Aslett, Merrill Road, McCammon, Idaho 83250.

IV

The name and address of each partner is as follows:

GENERAL PARTNERS

Donald A. Aslett  
Merrill Road  
McCammon, Idaho 93250

Barbara Aslett  
Merrill Road  
McCammon, Idaho 83250

LIMITED PARTNERS

Donald A. Aslett  
Merrill Road  
McCammon, Idaho 83250

Barbara Aslett  
Merrill Road  
McCammon, Idaho 83250

Laura Aslett Simons  
Box 334  
McCammon, Idaho 83250

Grant Aslett  
Apartado 99, Puerto Cortes'  
Honduras, CA

Karla A. Ray  
Box 133  
Skagway, Alaska 99840

Elizabeth Aslett  
Merrill Road  
McCammon, Idaho 83250

Cindy Aslett  
Merrill Road  
McCammon, Idaho 83250

Rell Aslett  
Merrill Road  
McCammon, Idaho 83250

V

The description and statement of the agreed value of  
the property contributed by the general and the limited partners is

attached hereto as Exhibit "A".

VI

No additional contributions are required by any of the partners; additional contributions may be made by the partners from time to time.

VII

Limited partners may not substitute an assignee for his partnership interest without first offering to sell his interest on a prorata basis to those limited partners who desire to acquire his interest, at the same price and on the same terms as any bonafide offer which that limited partner has received from a proposed purchaser.

VIII

Prior to the termination of the partnership, a limited partner who is not a general partner has the right to withdraw his or her contribution to the capital of the partnership upon giving 12 months prior written notice of his intention to withdraw. Prior to the termination of the partnership, a limited partner who is also an original general partner does not have the right to withdraw his or capital contribution. The partnership may be terminated by both of the general partners after at least 30 days prior

written notice by the general partners to the limited partners. The partnership shall immediately commence to wind up its affairs, and after paying its debts, the proceeds from the liquidation of the partnership assets shall be paid as follows:

- (a) To the limited partners with respect to their shares of any undrawn profits;
- (b) To the limited partners with respect to their capital contributions;
- (c) To the general partners with respect to their shares of any undrawn salaries;
- (d) To the general partners with respect to their shares of any undrawn profits, and
- (e) General partners with respect to their capital contributions.

#### IX

No cash shall be payable to a limited partner from his share of the net profits except as to the extent that from time to time his share of the net profits as determined for federal income tax purposes exceeds his share of the net losses. At least once annually, the general partners shall distribute all cash and net profits of the partnership in excess of the cash needed to be retained for the reasonable needs of the partnership business. Prior to the termination

of the partnership, a limited partner who is also an original general partner shall not have the right to withdraw his capital contribution to the capital of the partnership except upon the death of such limited partner.

X

The general partners may dissolve the limited partnership upon 30 days notice to the limited partners. Upon the death or incapacity of a general partner the remaining general partner has the right to continue the business or to wind up and liquidate the partnership.

GENERAL PARTNERS:

Donald A. Aslett  
Donald A. Aslett

Barbara Aslett  
Barbara Aslett

LIMITED PARTNERS:

Laura Aslett Simons  
Laura Aslett Simons

Grant Aslett  
Grant Aslett

Karla A. Ray  
Karla A. Ray

Elizabeth Aslett  
Elizabeth Aslett

Cindy Aslett  
Cindy Aslett

Reh Aslett  
Reh Aslett

Donald A. Aslett  
Donald A. Aslett

Barbara Aslett  
Barbara Aslett

EXHIBIT "A"

CONTRIBUTIONS OF GENERAL PARTNERS

|  | <u>Value</u> |
|--|--------------|
| 722,022 shares of commons stock in Varsity Contractors, Inc., an Idaho corporation   | \$500,000.00 |
| All of the general partners' interest in Pyramid Concrete, a sole proprietorship, including all real and personal property owned by Pyramid Concrete   | 96,000.00    |
| All interest in System I, a sole proprietorship  | 20,000.00    |
| All interest in Article I, a sole proprietorship   | 1,000.00     |
| All interest in A & B Enterprises, including undivided 1/2 interest in real property owned by A & B Enterprises, more particularly described as follows:<br><br>In Parcel 1, Lots 19 and 20, Block 438, Pocatello Townsite, Pocatello, Bannock County, Idaho<br><br>Parcel 2, Lots 1 and 2, Block 322, Pocatello Townsite, Pocatello, Bannock County, Idaho<br><br>All of which is located in Bannock County, Pocatello, Idaho, according to the official plat of survey of lands returned to the general land office by the Surveyor General. | 20,000.00    |

CONTRIBUTIONS BY LIMITED PARTNERS

None