

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE DANE WATKINS FAMILY LIMITED PARTNERSHIP
An Idaho partnership

The parties hereto do hereby certify that an Agreement was made effective the 11 day of Dec, 1988, at Salt Lake City, Utah, by the following, herein called "General Partners":

Dane Watkins

Sherry M. Watkins

and by the following, herein called "Limited Partners":

Dane Watkins

Sherry M. Watkins

Sherry M. Watkins as Custodian for:

Tory Lynne Watkins

Tracey Angela Watkins

Dane Hansen Watkins, Jr.

Damond Richard Watkins

Taryn Marlana Watkins

David Gordon Watkins

Tiffany McNamara Watkins

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 53-202 of the Limited Partnership Act, Idaho Code Annotated, 1947, and sign and swear to this certificate as required by Idaho Code Annotated, Section 53-202(1)(b).

1. NAME: The name of this Limited Partnership is The Dane Watkins Family Limited Partnership

2. BUSINESS: The general character of the partnership business shall be to hold, develop, and lease real estate, and conduct a general business as thereto related.

3. PRINCIPAL PLACE OF BUSINESS: The location of the principal place of business of the partnership is Idaho Falls Idaho

4. REGISTERED AGENT: The registered agent for service for this Limited Partnership is Dane H. Watkins of 2975 Fieldstream Lane, Idaho Falls, Idaho 83401.

5. THE PARTNERS: The registered agent for service of process for this Limited Partnership is as follows: The Dane Watkins Family Limited Partnership, Idaho Falls, Idaho.

GENERAL PARTNERS

PLACE OF RESIDENCE

Dane Watkins

2975 FieldStream Lane
Idaho Falls, Idaho 83401

Sherry M. Watkins

2975 FieldStream Lane
Idaho Falls, Idaho 83401

LIMITED PARTNERS

PLACE OF RESIDENCE

Dane H. Watkins

2975 Fieldstream Lane
Idaho Falls, Idaho 83401

Sherry M. Watkins

2975 Fieldstream Lane
Idaho Falls, Idaho 83401

Tory Lynne Watkins

2975 Fieldstream Lane
Idaho Falls, Idaho 83401

Tracey Angela Watkins

2975 Fieldstream Lane
Idaho Falls, Idaho 83401

Dane Hansen Watkins

2975 Fieldstream Lane
Idaho Falls, Idaho 83401

Damond Richard Watkins

2975 Fieldstream Lane
Idaho Falls, Idaho 83401

Taryn Marlana Watkins

2975 Fieldstream Lane
Idaho Falls, Idaho 83401

David Gordon Watkins

2975 Fieldstream Lane
Idaho Falls, Idaho 83401

Tiffany McNamara Watkins

2975 Fieldstream Lane
Idaho Falls, Idaho 83401

6. TERM: The partnership shall begin on the 11 day of Dec, 1980, and shall continue for twenty-five (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.

7. ADDITIONAL CONTRIBUTIONS: No additional contributions of the Limited Partners have been agreed upon.

8. RETURN OF CONTRIBUTIONS: No time has been agreed upon for the return of any contribution by any Limited Partner.

9. PROFITS: All annual net profits of the partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts.

10. ASSIGNMENTS: A Limited Partner shall have the right to sell his interest in the partnership acting through the guardian, but only after such Limited Partner gives to the partnership a thirty-day opportunity to purchase such interest, as explained in detail by the partnership agreement.

11. ADDITIONAL LIMITED PARTNERS: The General Partner may admit additional limited partners.

12. PRIORITY AMONG LIMITED PARTNERS: There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. 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 fifty percent (50%) of the capital owned by all Limited Partners, may elect to continue the partnership by selecting a new general Partner.

14. PROPERTY OTHER THAN CASH: A Limited Partner may not demand property other than cash in return for his contributions.

15. AMOUNT OF CASH AND AGREED VALUE AND DESCRIPTION OF OTHER PROPERTY CONTRIBUTED: The Limited Partners have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$ 496,000.

GENERAL PARTNERS:



DANE WATKINS

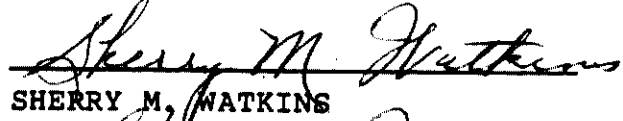


SHERRY M. WATKINS

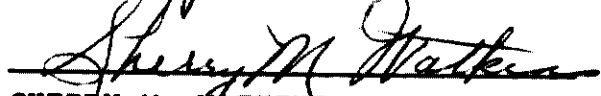
LIMITED PARTNERS:



DANE WATKINS



SHERRY M. WATKINS



SHERRY M. WATKINS as Custodian for:

Tory Lynne Watkins

Tracey Angela Watkins

Dane Hansen Watkins, Jr.

Demond Richard Watkins

Taryn Marlana Watkins

David Gordon Watkins

Tiffany McNamara Watkins

SCHEDULE "A"

Attached to THE DANE WATKINS ~~FAMILY LIMITED~~ PARTNERSHIP
dated the 14 day of Feb, 1983.

The following subject to the encumbrances owed thereon to-wit:

1. 537 shares of stock in the Snake River Equipment Company.
2. A 16.66% interest in the George W. Watkins Family Partnership.

The above-described real estate is hereby conveyed to said Dane Watkins Family Limited Partnership, with Grantors retaining the obligation to personally pay all obligations thereon if any presently exist.



DANE WATKINS




SHERRY M. WATKINS

STATE OF Utah)
COUNTY OF Salt Lake : ss

On this 14 day of February, 1983,
personally appeared before me Dane Watkins and Sherry M. Watkins,
the signers of the within instrument who duly acknowledged to me
that they executed the same.

My Commission expires:

9-23-86


Notary Public
Residing at: