

CERTIFICATE OF LIMITED PARTNERSHIP

OF

THE BRENT ROBSON

FAMILY LIMITED PARTNERSHIP

An Idaho Limited Partnership

The parties hereto do hereby certify that an Agreement was made effective the 14th day of February, 1985, at Tetonia, Idaho, by the following, herein called "General Partners":

Brent Robson

Linda Robson

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

Brent Robson

Linda Robson

Josh Robson

Megan Robson

Cortney Robson

Tasha Robson

W I T N E S S E T H :

Section 1.1. Formation. The Partners hereby form a Limited Partnership pursuant to the provisions of Section 53-208 of the Limited Partnership Act, Idaho Code Annotated, 1947, as amended. The Partners shall execute and cause to be filed a Certificate of Limited Partnership, as required by Idaho Code Annotated, Section 53-208 (a).

1. Name. The name of this Limited Partnership is THE BRENT ROBSON FAMILY LIMITED PARTNERSHIP.

2. Business. The general character of the Partnership

business shall be to hold, develop and lease real estate and equipment, 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 one mile North and 400 yards East of Junction 33 on Highway 32 by Tetonia, Idaho.

4. Registered Agent. The registered agent for service for this Limited Partnership is Brent Robson whose physical address is one mile North and 400 yards East of Junction 33 on Highway 32 by Tetonia, Idaho.

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

GENERAL PARTNERS

PLACE OF RESIDENCE

Brent Robson

1 mile North, 400 yds. East
of Junction 33,
Highway 32
Post Office box 3
Tetonia, Idaho 83452

Linda Robson

" "

LIMITED PARTNERS

PLACE OF RESIDENCE

Brent Robson

1 mile North, 400 yds. East
of Junction 33,
Highway 32
Post Office box 3
Tetonia, Idaho 83452

Linda Robson

" "

Josh Robson

" "

Megan Robson

" "

Cortney Robson

" "

Tasha Robson

" "

6. Term. The Partnership shall begin on the 14 day of February, 1985, 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 Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the Partnership.

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, unless retained for the Partnership investment and business activities.

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 120-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.

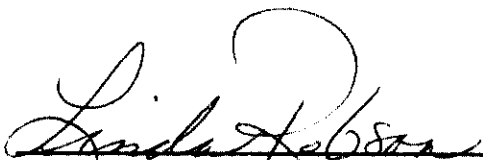
14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The 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 \$47,000.

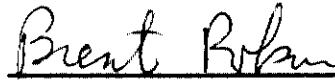
<u>Partners</u>	<u>Percentage Interest</u>	<u>Contribution</u>
Brent Robson	10%	\$4,700
Linda Robson	10%	\$4,700
Linda Robson as legal custodian for the following minor children:		
Josh Robson	20%	\$9,400
Megan Robson	20%	\$9,400
Cortney Robson	20%	\$9,400
Tasha Robson	20%	\$9,400

GENERAL PARTNERS:

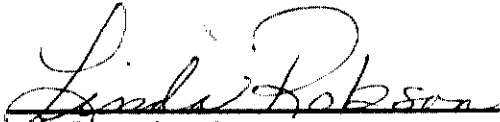

BRENT ROBSON


LINDA ROBSON

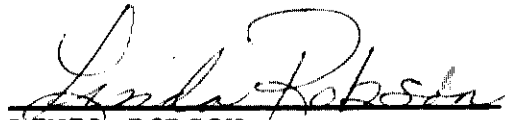
LIMITED PARTNERS:



BRENT ROBSON



LINDA ROBSON



LINDA ROBSON

as legal custodian for the
following minor children:

Josh Robson

Megan Robson

Courtney Robson

Tasha Robson

SCHEDULE "A"

Attached to THE BRENT ROBSON FAMILY LIMITED PARTNERSHIP
dated the 14th day of February, 1985.

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

Beginning at the Southwest corner of the NW1/4
of Section 20, Township 6 North, Range 45 East
Boise Meridian; thence East 700 feet; thence North-
westerly diagonally 1625 feet to a point 1500
feet North of the point of beginning; thence South
1500 feet to the point of beginning.

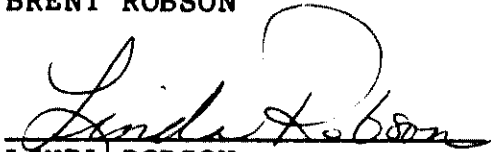
TETON COUNTY, STATE OF IDAHO.

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

2. \$100.00 (\$25.00 each) from Josh Robson, Megan
Robson, Cortney Robson and Tasha Robson.



BRENT ROBSON



LINDA ROBSON

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 14 day of February, 1985, personally
appeared before me Brent Robson and Linda Robson, the signers
of the within instrument, who duly acknowledged to me that
they executed the same.

David Ray Carver
Notary Public
Residing at: SLC, UT

My commission expires: 7/3/88