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CERTIFICATE OF

LIMITED PARTNERSHIP OF

HARMSEN FAMILY LIMITED PARTNERSHIP

FILED IN CLERK'S OFFICE  
Salt Lake County, Utah

DEC 29 1982

W. Sterling Evans, Clerk 3rd Dist. Court

By Jackie Harmsen  
Deputy Clerk

STATE OF UTAH )  
County of Salt Lake ) ss.

The undersigned parties, desiring to form a limited partnership, do hereby swear and certify as follows:

1st. The name of the partnership is HARMSEN FAMILY LIMITED PARTNERSHIP.

2nd. The character of the business of the partnership shall be to acquire, hold, invest in, develop, operate, improve, lease and sell real and personal properties and to engage in all other lawful business activities.

3rd. The location of the principal place of business of the partnership is 1127 Alpine Place, Salt Lake City, Utah.

4th. (a) The name and place of residence of each General Partner are as follows:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
Stephen Mark Harmsen	1127 Alpine Place Salt Lake City, Utah

(b) The name and place of residence of each of the Limited Partners interested in the partnership are as follows:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
Kelly C. Harmsen	1127 Alpine Place Salt Lake City, Utah
Stephen Matthew Harmsen	1127 Alpine Place Salt Lake City, Utah
Anne Harmsen	1127 Alpine Place Salt Lake City, Utah
Taryn Harmsen	1127 Alpine Place Salt Lake City, Utah

Sage Harmsen	1127 Alpine Place Salt Lake City, Utah
Mark Harmsen	1127 Alpine Place Salt Lake City, Utah

5th. The term for which the partnership is to exist is from the 1st day of October, 1982, and thereafter until terminated as provided by law or as provided in this Certificate of Limited Partnership.

6th. The amount of cash and a description of and the agreed value of the other property contributed by each Limited Partner are as follows:

<u>NAME</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>AGREED VALUE</u>
Stephen Mark Harmsen and Kelly C. Harmsen, Joint Tenants - Remainder of	Pro Rata share of 300 Oquirrh Associates units after gift of 100 units to children below and General Partner contribution	\$300,000
Kelly C. Harmsen for Stephen Matthew Harmsen (UGTMA)	20 Oquirrh Associates Units	\$20,000
Kelly C. Harmsen for Anne Harmsen (UGTMA)	20 Oquirrh Associates Units	\$20,000
Kelly C. Harmsen for Taryn Harmsen (UGTMA)	20 Oquirrh Associates Units	\$20,000
Kelly C. Harmsen for Sage Harmsen (UGTMA)	20 Oquirrh Associates Units	\$20,000
Kelly C. Harmsen for Mark Harmsen (UGTMA)	20 Oquirrh Associates Units	\$20,000

7th. No additional contribution has been agreed upon to be made by any Limited Partner.

8th. There is no agreement as to the time when the contribution of any Limited Partner is to be returned, except on termination and liquidation of the partnership.

9th. The share of the profits, or other compensation by way of income, which each of the Limited and General Partners shall receive by reason of his contribution is as follows:

<u>GENERAL PARTNERS</u>	<u>UNITS</u>	<u>PERCENTAGE</u>
Stephen Mark Harmsen	50	5%
 <u>LIMITED PARTNERS</u>		
Stephen Mark Harmsen and Kelly C. Harmsen, as Joint Tenants	615	61.5%
Kelly C. Harmsen for Stephen Matthew Harmsen (UGTMA)	67	6.7%
Kelly C. Harmsen for Anne Harmsen (UGTMA)	67	6.7%
Kelly C. Harmsen for Taryn Harmsen (UGTMA)	67	6.7%
Kelly C. Harmsen for Sage Harmsen (UGTMA)	67	6.7%
Kelly C. Harmsen for Mark Harmsen (UGTMA)	67	6.7%

10th. No Limited Partner shall have the right to substitute an assignee as contributor in his place, no Limited Partner shall have the right to have his assignee become a Limited Partner, and no assignment by any Limited Partner of such Limited Partner's right to proceeds payable or distributable to him as a Limited Partner hereunder shall be valid, unless consented to by the General Partner, except in the following circumstances:

(a) A partner who holds limited partnership units in his capacity as a trustee may transfer such units, and the right to proceeds payable or distributable to him hereunder, to one or more beneficiaries of such trust pursuant to the terms of said trust and may fully substitute such beneficiaries as Limited Partners, and

(b) Any Limited Partner may at any time pass part or all of his limited partnership units, and the right to proceeds payable or distributed to him hereunder, to or for the benefit of one or more of his descendants by gift, bequest or inheritance and may fully substitute such descendants as Limited Partners.

11th. The General Partners may without consent of any Limited Partner admit to the partnership one or more Limited Partners, but must require each new Limited Partner, as a condition of being admitted as a Limited Partner, to contribute

to the capital of the partnership such amount of cash, receivables or other property as may be necessary to avoid diluting the interests of the existing Limited Partners.

12th. No Limited Partner is given priority over any other Limited Partner as to contributions or as to compensation by way of income.

13th. No Limited Partner shall have any obligation to make any additional contribution to the capital of the partnership beyond that described in paragraph 6th.

14th. No Limited Partner shall have the right to demand property other than cash in return for his contribution, but the General Partners shall have discretion to distribute partnership assets in kind to Limited Partners in the process of winding up and liquidating the partnership.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year hereinabove first written.

*Kelly C. Harmsen*  
KELLY C. HARMSEN  
"Limited Partner"

*Stephen Mark Harmsen*  
STEPHEN MARK HARMSEN  
"General Partner"

*Stephen Mark Harmsen*  
STEPHEN MARK HARMSEN  
"Limited Partner"

*Kelly C. Harmsen*  
KELLY C. HARMSEN  
For Stephen Matthew Harmsen U.G.T.M.A.  
"Limited Partner"

*Kelly C. Harmsen*  
KELLY C. HARMSEN  
For Anne Harmsen U.G.T.M.A.  
"Limited Partner"

*Kelly C. Harmsen*  
KELLY C. HARMSEN  
for Taryn Harmsen U.G.T.M.A.  
"Limited Partner"

Kelly C. Harmsen  
KELLY C. HARMSEN  
For Sage Harmsen U.G.T.M.A.  
"Limited Partner"

Kelly C. Harmsen  
KELLY C. HARMSEN  
For Mark Harmsen U.G.T.M.A.  
"Limited Partner"

STATE OF UTAH            )  
                                  ): ss.  
County of Salt Lake    )

STEPHEN MARK HARMSEN, being first duly sworn deposes and says: That he has read the above and foregoing Certificate of Limited Partnership, knows the contents thereof and that the same is true of his own knowledge.

Stephen Mark Harmsen  
STEPHEN MARK HARMSEN

October Subscribed and sworn to before me this 1<sup>st</sup> day of October, 1982.

SEAL  
My Commission Expires:

2/2/85

Chas. K. Shaw  
NOTARY PUBLIC  
Residing at: Murray, Utah

STATE OF UTAH )  
County of Salt Lake ) ss.

KELLY C. HARMSEN, being first duly sworn deposes and says: That she has read the above and foregoing Certificate of Limited Partnership, knows the contents thereof and that the same is true of her own knowledge.

*Kelly C. Harmsen*  
KELLY C. HARMSEN

Subscribed and sworn to before me this 1<sup>st</sup> day of October, 1982.

SEAL  
My Commission Expires:  
2/2/85

*Frank K. Snow*  
NOTARY PUBLIC  
Residing at: *Murray, Utah*

ARTICLES OF LIMITED PARTNERSHIP  
OF  
HARMSEN FAMILY LIMITED PARTNERSHIP

AGREEMENT made the 1st day of October, 1982, at Salt Lake City, Utah, among Stephen Mark Harmsen, General Partner and as Limited Partners Kelly C. Harmsen and Kelly Harmsen, custodian under the Utah Uniform Gift To Minors Act (UGTMA) for Stephen Matthew Harmsen, Anne Harmsen, Taryn Harmsen Sage Harmsen and Mark Harmsen, all minor children as of this date.

The parties hereby form a limited partnership under the provisions of the Limited Partnership Act of the State of Utah as follows:

1. NAME AND CHARACTER OF BUSINESS. The parties hereby form Harmsen Family Limited Partnership, a limited partnership under the laws of the State of Utah, to acquire, hold, invest in, develop, operate, improve, lease and sell real and personal properties and to engage in all other lawful business activities.

2. PRINCIPAL PLACE OF BUSINESS. The principal place of business of the partnership shall be 1127 Alpine Place, Salt Lake City, Utah, or at such other place as the General Partner shall designate.

3. TERM. The term of the partnership shall begin on date hereof and shall continue thereafter until terminated as provided by law or as provided by these Articles of Limited Partnership.

4. UNITS. The partnership capital shall be divided into 1,000 units, each unit being defined as a unit of capital interest representing 1/1,000th of the aggregate capital interest of all partners in the partnership. The agreed initial value of each unit shall be \$300.

5. CAPITAL CONTRIBUTIONS BY GENERAL PARTNERS. The General Partners shall each contribute to the capital of the partnership. Stephen Mark Harmsen, as General Partner contributes a pro-rata portion of his Oquirrh Associates Limited Partnership units to equal 50 units of value (\$300) per unit.

The General Partner shall manage the partnership's real and personal properties located in Salt Lake County, Utah, and elsewhere, and shall be compensated for their services by sharing in partnership profits as provided in Article 8 (a) below and may be paid a salary in addition thereto as provided in Article 10 below.

6. CAPITAL CONTRIBUTION BY LIMITED PARTNERS.

The following shall be Limited Partners and shall contribute to the capital of the partnership cash and properties and shall each receive units of interest in the capital of the partnership, as follows:

<u>NAME</u>	<u>DESCRIPTION OF CONTRIBUTION</u>	<u>UNITS</u>
Stephen Mark Harmsen and Kelly C. Harmsen as Joint Tenants	Remainder of Pro rata share of 300 Oquirrh Associates units after gift of 100 units to children below and General Partner contribution	615
Kelly C. Harmsen for Stephen Matthew Harmsen (UGTMA)	20 Oquirrh Associates units	67
Kelly C. Harmsen for Anne Harmsen (UGTMA)	20 Oquirrh Associates units	67
Kelly C. Harmsen for Taryn Harmsen (UGTMA)	20 Oquirrh Associates units	67
Kelly C. Harmsen for Sage Harmsen (UGTMA)	20 Oquirrh Associates units	67
Kelly C. Harmsen for Mark Harmsen (UGTMA)	20 Oquirrh Associates units	67

7. ADDITIONAL CONTRIBUTIONS. Any partner may, from time to time, upon receiving the approval of all other partners, make additional contributions to the capital of the partnership; upon any such additional contribution being made, the ownership of partnership units shall be reallocated so as to fairly reflect the addition of capital.



8. PROFITS AND LOSSES.

(a) The net profits of the partnership shall be divided and any losses shall be borne by the partners in the same proportions as the numbers of units owned by them respectively bear to the total of such units. The initial allocation of profits and losses shall be as follows:

<u>General Partner</u>	<u>Units</u>	<u>Percent</u>
Stephen Mark Harmsen	50	5%
<u>Limited Partners</u>		
Stephen Mark Harmsen and Kelly C. Harmsen, as Joint Tenants	615	61.5%
Kelly C. Harmsen for Stephen Matthew Harmsen (UGTMA)	67	6.7%
Kelly C. Harmsen for Anne Harmsen (UGTMA)	67	6.7%
Kelly C. Harmsen for Taryn Harmsen (UGTMA)	67	6.7%
Kelly C. Harmsen for Sage Harmsen (UGTMA)	67	6.7%
Kelly C. Harmsen for Mark Harmsen	67	6.7%

(b) For the purpose of determining net profits under this Agreement distributable among the partners, the rules for determination of partnership income for federal income tax purposes shall apply.

(c) Net losses as determined for federal income tax purposes shall be allocated among the partners at the end of each accounting year as above provided.

(d) Net profits as determined for federal income tax purposes shall be allocated among the partners at the end of each accounting year as above provided.

(e) No cash shall be payable to a partner in respect of his share of partnership net profits except to the extent from time to time his share of net profits as determined for federal income tax purposes exceeds his share of net losses as determined for federal income tax purposes.

(f) The General Partners shall have discretion to determine what amounts of cash shall be distributed from time to time among the partners from their shares of the net profits of the partnership. Nevertheless, in exercising his discretion to make or withhold distributions of cash, the General Partners shall be governed by the following

(1) All distributions of cash in respect of net profits of the partnership shall be made to the partners in the same proportions as the partners share net profits.

(2) Except upon dissolution of the partnership, no distribution of cash or other partnership property may be made to a partner in excess of the balance in his net worth account at that time. For this purpose, the balance in the net worth account of a partner shall be increased by contributions of that partner to capital of the partnership, shall be increased by that partner's share of annual net profits of the partnership, shall be reduced by that partner's share of annual net losses of the partnership and shall be reduced by distributions made from time to time to that partner.

(3) Upon a sale of all or substantially all of the real properties initially contributed as the capital of the partnership, the General Partner shall distribute to each partner his proportionate share of cash as and when received from such sale to the extent of the balance in the net worth account of each partner.

(4) After the conclusion of any accounting year in respect of which any partner's distributive share of partnership net income for federal income tax purposes is \$3,000, or more, the General Partners shall distribute to the partners, in the proportion in which the partners share net profits, amounts of cash, to the extent cash is available at the partnership level, to permit payment by each partner of his burden of federal and state income taxes payable because of allocation to him as of his share of partnership net profits for such year as determined for federal income tax purposes. For this purpose the amount of federal and state income taxes payable by a partner in respect of his share of partnership net income shall not be greater than that portion of his total income tax burden for an accounting year which his distributive share of partnership net income bears to his total gross income for such accounting period for federal and state income tax purposes, respectively.

9. LOSSES. Notwithstanding anything to the contrary herein contained, the liability of any of the limited partners for the losses of the partnership shall in no event exceed in the aggregate the amount of his contribution to the capital of the partnership. Any loss in excess of such amount shall be borne solely by the General Partners.

10. INTEREST, SALARIES AND EXPENSES. No partner shall receive any interest on his contribution of capital to the partnership.

None of the Limited Partners may receive any salary or other compensation for services rendered on behalf of the partnership in his capacity as a Limited Partner.

The General Partners may receive reimbursement for reasonable amounts of expenses incurred and additional reasonable compensation for services rendered by the General Partners or by employees of the General Partners in pursuit of the business activities of the partnership in addition to the General Partners' shares of profits.

11. BANKING. All funds of the partnership shall be deposited in its name or in the joint names of the General Partners in such checking account or accounts as shall be designated by the General Partners. All withdrawals therefrom may be made only by checks executed by a General Partner or by such person as they shall designate.

12. BOOKS OF ACCOUNT. The partnership shall maintain full and accurate books of account at its principal office or at

such office or offices as shall be designated for such purposes by the General Partner. All partners shall have the right to inspect and examine such books at reasonable times. The books of account shall be closed and balanced at the end of the accounting year of the partnership.

13. NO ASSIGNABILITY. No Limited Partner shall have the right to substitute an assignee as contributor in his place, no Limited Partner shall have the right to have his assignee become a Limited Partner, and no assignment by any Limited Partner of such Limited Partner's right to proceeds payable or distributable to him as a Limited Partner hereunder shall be valid, unless consented to by the General Partner, except in the following circumstances:

(a) A partner who holds limited partnership units in his capacity as a trustee may transfer such units, and the right to proceeds payable or distributable to him hereunder, to one or more beneficiaries of such trust pursuant to the terms of said trust and may fully substitute such beneficiaries as Limited Partners, and

(b) Any Limited Partner may at any time pass part or all of his limited partnership units, and the right to proceeds payable or distributable to him hereunder, to or for the benefit of one or more of his descendants by gift, bequest or inheritance and may fully substitute such descendants as Limited Partners.

14. POWER OF GENERAL PARTNERS TO ADMIT ADDITIONAL LIMITED PARTNERS. At such times, and from time to time as the General Partners reasonably determine that the admission of additional Limited Partners would be for the best interests of the partnership, the General Partners may, without the consent of any Limited Partner, admit to the partnership one or more Limited Partners, but must require each of such additional Limited Partners, as a condition to being admitted as a Limited Partner, to contribute to the capital of the partnership such amount of cash, or other properties, as may be necessary to avoid diluting the interests of the existing partners.

The addition of any new Limited Partner shall be effective only upon the execution by the General Partner and such new Limited Partner of a writing supplementing these Articles of Partnership and upon the filing of an Amended Certificate of Limited Partnership with the Clerk of Salt Lake County, Utah.

15. DEATH OR INCAPACITY OF A LIMITED PARTNER. The death or incapacity of a Limited Partner shall not dissolve the partnership or terminate the partnership business.

16. MANAGEMENT.

(a) The General Partners shall have all rights of management of the partnership business.

(b) No Limited Partner shall have any rights of management of the partnership business.

(c) Upon termination of the partnership as herein provided, a Limited Partner shall have the right to withdraw his capital, but no part of capital of a Limited Partner may be withdrawn unless all liabilities of the partnership, except liabilities to partners on account of their capital, have been paid or provision has been made for their payment. No Limited Partner shall have the right to demand, or receive other than pursuant to Article 17(a)(2) below, property other than cash in return for his capital or in return for his contribution. No Limited Partner shall have priority over any other Limited Partner, either as to contribution to capital, or as to compensation by way of income.

(d) On behalf of the partnership, the General Partners may employ and compensate such agents, brokers, accountants and attorneys and may deal with such persons and business organizations as he deems for the best interests of the partnership, whether or not such person or business organization is related to or has a common business interest with the General Partners. So long as payments by the General Partners to such persons or business organizations for services rendered or for materials purchased do not exceed reasonable amounts, neither the partnership nor any of its partners shall have any rights in or to income or profits derived therefrom.

17. TERMINATION.

(a) At any time the partnership may be terminated by the General Partners after at least 30 days' prior written notice by the General Partners to each of the Limited Partners. In such event the General Partners shall wind up and liquidate the partnership by either or both of the following methods:

(1) Selling the partnership's assets and distributing the net proceeds therefrom after the payment of partnership liabilities to each partner in satisfaction of his interest in the partnership.

(2) Distributing the partnership's assets to the partners in kind, each partner accepting an

the interest in the partnership.

(3) Upon liquidation of such partnership, the partnership shall be deemed to have dissolved and the partners shall not be personally liable to any limited partner for any deficit in a limited partner's capital account or for the return of his investment.

(4) Upon the death of any partner of a General Partner, the remaining General Partners shall have the right to manage the partnership business in the same manner as if the partner had not died.

14. ADDITIONAL CAPITAL. No Limited Partner shall have any obligation to make any additional contribution to the capital of the partnership beyond that specified in Article 5.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year hereabove first written.

*[Signature]*  
STEPHEN MARK HARMSEN  
"Limited Partner"

*[Signature]*  
STEPHEN MARK HARMSEN  
"General Partner"

*[Signature]*  
KELLY C. HARMSEN  
"Limited Partner"

*[Signature]*  
KELLY C. HARMSEN  
For Stephen Matthew Harmesen U.G.T.M.A.  
"Limited Partner"

*[Signature]*  
KELLY C. HARMSEN  
For Anne Harmesen U.G.T.M.A.  
"Limited Partner"

*Kelly C. Harmsen*  
KELLY C. HARMSEN  
For Taryn Harmsen U.G.T.M.A.  
"Limited Partner"

*Kelly C. Harmsen*  
KELLY C. HARMSEN  
For Sage Harmsen U.G.T.M.A.  
"Limited Partner"

*Kelly C. Harmsen*  
KELLY C. HARMSEN  
For Mark Harmsen U.G.T.M.A.  
"Limited Partner"

\$5.00  
# 25361

15367

MAY 16 1983

AMENDED CERTIFICATE OF  
LIMITED PARTNERSHIP OF

H. District Clerk of Dist. Court  
By *[Signature]*  
Deputy Clerk

HARMSEN FAMILY LIMITED PARTNERSHIP

STATE OF UTAH )  
                  ) ss  
County of Salt Lake )

The undersigned parties, desiring to amend the original Certificate of Limited Partnership of Harmsen Family Limited Partnership, do hereby swear and certify as follows:

On Feb 1, 1983, Stephen Mark Harmsen and Kelly C. Harmsen, as Joint Tenants, transferred 20 units to each of the following: Stephen Matthew Harmsen, Anne Harmsen, Taryn Harmsen, Sage Harmsen, and Mark Harmsen, a total of 100 units. The present Limited Partnership interest is as follows:

LIMITED PARTNERS

Stephen Mark Harmsen and Kelly C. Harmsen, as Joint Tenants	515	51.5%
Kelly C. Harmsen for Stephen Matthew Harmsen (UGTMA)	87	8.7%
Kelly C. Harmsen for Anne Harmsen (UGTMA)	87	8.7%
Kelly C. Harmsen for Taryn Harmsen (UGTMA)	87	8.7%
Kelly C. Harmsen for Sage Harmsen (UGTMA)	87	8.7%
Kelly C. Harmsen for Mark Harmsen (UGTMA)	87	8.7%

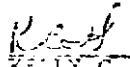
All other paragraphs in the original Certificate of Limited Partnership of Harmsen Family Limited Partnership remain the same.

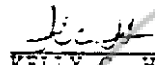
*[Signature]*  
KELLY C. HARMSEN  
"Limited Partner"


*[Signature]*  
STEPHEN MARK HARMSEN  
"General Partner"

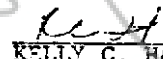


  
STEPHEN MARK HARMSEN  
"Limited Partner"

  
KELLY C. HARMSEN  
For Stephen Matthew Harmsen U.G.T.M.A.,  
"Limited Partner"

  
KELLY C. HARMSEN  
For Anne Harmsen U.G.T.M.A.,  
"Limited Partner"

  
KELLY C. HARMSEN  
For Caryn Harmsen U.G.T.M.A.  
"Limited Partner"

  
KELLY C. HARMSEN  
For Sage Harmsen U.G.T.M.A.  
"Limited Partner"

  
KELLY C. HARMSEN  
For Mark Harmsen U.G.T.M.A.  
"Limited Partner"


STATE OF UTAH )  
 : ss.  
County of Salt Lake )

STEPHEN MARK HARMSEN, being first duly sworn deposes and says: That he has read the above and foregoing Amended Articles of Limited Partnership, knows the contents thereof, and that the same is true of his own knowledge.

  
STEPHEN MARK HARMSEN

Subscribed and sworn to before me this 1<sup>st</sup> day of February, 1983.

2/2/83  
My Commission Expires

  
NOTARY PUBLIC  
Residing at: Murray, Utah

KELLY C. HARMSEN, being first duly sworn deposes and says: That she has read the above and foregoing Amended Articles of Limited Partnership, knows the contents thereof and that the same is true of her own knowledge.

  
KELLY C. HARMSEN

Subscribed and sworn to before me this 1<sup>st</sup> day of February, 1983.

2/2/83  
My Commission Expires

  
NOTARY PUBLIC  
Residing at: Murray, Utah

AMENDMENT TO  
 ARTICLES OF LIMITED PARTNERSHIP  
 OF  
 HARMSEN FAMILY LIMITED PARTNERSHIP

AMENDMENT AGREEMENT made the 1<sup>st</sup> day of February 1983, among Stephen Mark Harmsen, as General Partner, and as Limited Partners Stephen Mark Harmsen and Kelly C. Harmsen, as Joint Tenants, Stephen Matthew Harmsen, Anne Harmsen, Taryn Harmsen, Sage Harmsen, and Mark Harmsen.

On February 1<sup>st</sup>, 1983, Stephen Mark Harmsen and Kelly C. Harmsen, as Joint Tenants, transferred 20 units to each of the following: Stephen Matthew Harmsen, Anne Harmsen, Taryn Harmsen, Sage Harmsen and Mark Harmsen. The present Limited Partnership interest is as follows:

<u>LIMITED PARTNERS</u>	<u>UNITS</u>	<u>PERCENTAGE</u>
Stephen Mark Harmsen and Kelly C. Harmsen, as Joint Tenants	515	51.5%
Kelly C. Harmsen for Stephen Matthew Harmsen (UGTMA)	87	8.7%
Kelly C. Harmsen for Anne Harmsen (UGTMA)	87	8.7%
Kelly C. Harmsen for Taryn Harmsen (UGTMA)	87	8.7%
Kelly C. Harmsen for Sage Harmsen (UGTMA)	87	8.7%
Kelly C. Harmsen for Mark Harmsen (UGTMA)	87	8.7%

All other paragraphs in the original Articles of Limited Partnership of Harmsen Family Limited Partnership remain the same.

  
 KELLY C. HARMSEN  
 "Limited Partner"

  
 STEPHEN MARK HARMSEN  
 "General Partner"

*Stephen Mark Harmsen*  
STEPHEN MARK HARMOSEN  
"Limited Partner"

*Kelly C Harmsen*  
KELLY C. HARMOSEN  
For Stephen Matthew Harmsen U.G.T.M.A.,  
"Limited Partner"

*Kelly C Harmsen*  
KELLY C. HARMOSEN  
For Anne Harmsen U.G.T.M.A.  
"Limited Partner"

*Kelly C Harmsen*  
KELLY C. HARMOSEN  
For Taryn Harmsen U.G.T.M.A.  
"Limited Partner"

*Kelly C Harmsen*  
KELLY C. HARMOSEN  
For Sage Harmsen U.G.T.M.A.  
"Limited Partner"

*Kelly C Harmsen*  
KELLY C. HARMOSEN  
For Mark Harmsen U.G.T.M.A.  
"Limited Partner"

My Commission  
Expires

NOTARY PUBLIC  
Residing at: *Trinity, Ark*


STATE OF UTAH )  
                  : ss.  
County of Salt Lake )

STEPHEN MARK HARMSSEN, being first duly sworn deposes and says: That he has read the above and foregoing Amended Certificate of Limited Partnership, knows the contents thereof and that the same is true of his own knowledge.

  
STEPHEN MARK HARMSSEN

Subscribed and sworn to before me this 1<sup>st</sup> day of February, 1983.

2/2/85  
My Commission Expires

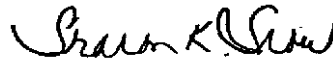
  
NOTARY PUBLIC  
Residing at: Murray, Utah

KELLY C. HARMSSEN, being first duly sworn deposes and says: That she has read the above and foregoing Certificate of Limited Partnership, knows the contents thereof and that the same is true of her own knowledge.

  
KELLY C. HARMSSEN

Subscribed and sworn to before me this 1<sup>st</sup> day of February, 1983.

2/2/85  
My Commission Expires

  
NOTARY PUBLIC  
Residing at: Murray, Utah

15367

AMENDED CERTIFICATE OF  
LIMITED PARTNERSHIP OF  
HARMSEN FAMILY LIMITED PARTNERSHIP

FILED IN CLERK'S OFFICE  
Salt Lake County Utah

APR 20 1987

STATE OF UTAH )  
 ) : SS  
County of Salt Lake )

H. Dixon Bentley, Clerk of Dist. Co.  
By [Signature] Deputy Clerk

The undersigned parties, desiring to amend the original Certificate of Limited Partnership of Harmsen Family Limited Partnership, do hereby swear and certify as follows:

Whereas Stephen Mark Harmsen and Kelly C. Harmsen, as Joint Tenants, do hereby pay in additional capital to H.F.L.P. in return for additional partnership units; the amount of additional capital is \$172,500.00, paid in on or before December 1, 1984. In return partnership units shall be reallocated as follows:

<u>LIMITED PARTNERS</u>	<u>UNITS</u>
Stephen Mark Harmsen and Kelly C. Harmsen as Joint Tenants.	295.13
Kelly C. Harmsen for Stephen Matthew Harmsen (UGTMA)	115.44
Kelly C. Harmsen for Anne Harmsen (UGTMA)	115.44
Kelly C. Harmsen for Taryn Harmsen (UGTMA)	115.44
Kelly C. Harmsen for Sage Harmsen (UGTMA)	93.5
Kelly C. Harmsen for Mark Harmsen (UGTMA)	93.5
Kelly C. Harmsen for Mia Elizabeth Harmsen (UGTMA)	20.55

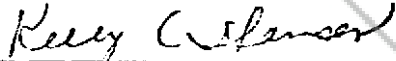
All other paragraphs in the original Certificate of Limited Partnership of Harmsen Family Limited Partnership remain the same.

[Signature]  
KELLY C. HARMSEN  
"Limited Partner"

[Signature]  
STEPHEN MARK HARMSEN  
"General Partner"



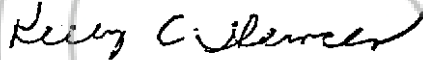
STEPHEN MARK HARMSEN  
"Limited Partner"



KELLY C. HARMSEN  
for Stephen Matthew Harmsen U.G.T.M.A.,  
"Limited Partner"



KELLY C. HARMSEN  
for Anne Harmsen U.G.T.M.A.,  
"Limited Partner"



KELLY C. HARMSEN  
for Taryn Harmsen U.G.T.M.A.,  
"Limited Partner"



KELLY C. HARMSEN  
for Sage Harmsen U.G.T.M.A.,  
"Limited Partner"



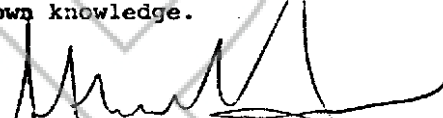
KELLY C. HARMSEN  
for Mark Harmsen U.G.T.M.A.,  
"Limited Partner"



KELLY C. HARMSEN  
for Mia Elizabeth Harmsen U.G.T.M.A.,  
"Limited Partner"

STATE OF UTAH )  
 : ss.  
County of Salt Lake )

STEPHEN MARK HARMSEN, being first duly sworn deposes and says: That he has read the above and foregoing Amended Articles of Limited Partnership, knows the contents thereof and that the same is true of his own knowledge.

  
STEPHEN MARK HARMSEN

SUBSCRIBED AND SWORN to before me this 1 day of Dec, 1984.

2/2/85  
My commission expires

  
Notary Public  
Residing at: Murray, Utah

KELLY C. HARMSEN, being first duly sworn deposes and says: That she has read the above and foregoing Amended Articles of Limited Partnership, knows the contents thereof and that the same is true of her own knowledge.

  
KELLY C. HARMSEN

SUBSCRIBED AND SWORN to before me this 1 day of Dec, 1984.

2/2/85  
My commission expires

  
Notary Public  
Residing at: Murray, Utah



COPY

88358

FILED IN THE DISTRICT OF  
First American Title Co.  
March 11, 1988

A. 50  
P. 78  
F. 675  
C.

FRANK C. HULSE  
COUNTY RECORDER

By *Mara Cordia* Deputy

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss

I, THE UNDERSIGNED, CLERK OF THE DISTRICT COURT OF SALT LAKE COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN MY OFFICE AS SUCH CLERK.

WITNESS MY HAND AND SEAL OF SAID COURT  
THIS 22<sup>nd</sup> DAY OF April 19 87

H. DIXON HINDS, CLERK  
BY *Bill Dwyer* DEPUTY