

CERTIFICATE OF LIMITED PARTNERSHIP  
for  
GRANT H. MORTENSEN LIMITED PARTNERSHIP  
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We, the undersigned, desiring to certify to a Certificate of Limited Partnership pursuant to the Idaho Limited Partnership Act, Idaho Code Sec. 53-201 through Sec. 53-267, do hereby agree and certify:

1. Name.

The name of the limited partnership is:  
GRANT H. MORTENSEN LIMITED PARTNERSHIP.

2. Character of Business.

The general character of the business of the partnership is: Farming and ranching, and all related business activities.

3. Registered Agent.

The name and address of the registered agent of the limited partnership, for service of process, as required by Idaho Code Sec. 53-204, are:

Grant H. Mortensen  
230 North Seventh East  
St. Anthony, ID 83445

4. Partners' Names and Addresses.

(a) The names and business addresses of the General Partners are:

<u>NAME</u>	<u>ADDRESS</u>
Grant H. Mortensen	230 North Seventh East St. Anthony, ID 83445
Moziene S. Mortensen	230 North Seventh East St. Anthony, ID 83445

(b) The names and business addresses of the limited partners are:

<u>NAME</u>	<u>ADDRESS</u>
Grant H. Mortensen	230 North Seventh East St. Anthony, ID 83445
Moziene S. Mortensen	230 North Seventh East St. Anthony, ID 83445
Trudy Johnson	970 Arlington Oaks Terrace St. Louis, MO 63017
H. Scott Mortensen	440 South Fifth East Rexburg, ID 83440
Tana Jill Defa	1559 East 17th South Salt Lake City, UT 84108
Cody G. Mortensen	POB 73 St. Anthony, ID 83445
Troy O. Mortensen	970 Arlington Oaks Terrace St. Louis, MO 63017

##### 5. Initial Contributions to Capital.

The assets and liabilities of this limited partnership were transferred to it by G M G Land & Cattle Corporation, an Idaho corporation, with the partners herein receiving the same percentage of interest in this partnership as they own of the shares of said corporation.

The amount of cash and a description and statement of the agreed value of other property or labor or services contributed by each partner are as follows:

Livestock	122,300.00
Feed	6,000.00
Real estate	1,332,000.00
Machinery and equipment, miscellaneous	100,000.00
<b>Total</b>	<b>\$ 1,560,300.00</b>

The amount of liabilities assumed by the partnership  
are as follows:

Valley Bank - Unsecured note	\$ 130,000.00
Simplot - Account payable	14,639.00
Valley Bank - potato combine contract	3,989.00
Tri County Equipment - cultivator contract	2,100.00
Valley Bank - Pivot Irr. system contract	51,000.00
Taxes	4,500.00
GMAC - Pickup contract	3,500.00
Federal Land Bank - mortgage	56,365.00
Grant and Moziene Mortensen - note	20,000.00

<b>Total Obligations</b>	<b>\$ 286,093.00</b>
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Net value of assets transferred to partnership	<b>\$ 1,560,300.00</b>
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The partners through G M G Land & Cattle Corporation  
have transferred to the Limited Partnership, and have received  
partnership units in direct proportion to their stock ownership  
in said corporation assets and liabilities. The name of the  
partner and the partnership units owned by each partner, in  
proportion to his contributions to the Limited Partnership, are  
as follows:

<u>Partner</u>	<u>Units</u>	
	General	Limited
Grant H. Mortensen	100	240,086
Moziene S. Mortensen	100	240,086
H. Scott Mortensen		158,967
Trudy Johnson		158,967
Tana Jill Defa		158,967

Troy O. Mortensen 158,967

Cody G. Mortensen 158,967

Each unit has a value of \$1.00, and the total value of the 1,275,207 units is \$1,275,207.00.

6. Additional Contributions.

There is no agreement to make additional contributions to capital.

7. Substitute Limited Partners.

A limited partner has no power to grant the right to become a limited partner to an assignee of any part of his partnership interest except with written approval by the General Partner.

8. Termination.

No partner has the right to terminate his membership in the partnership prior to the end of the agreed term of the partnership.

9. Right to Distributions.

(a) The General Partner shall cause the limited partnership to maintain such reserves to cover anticipated future expenses and disbursements as in the discretion of the General Partner seems appropriate.

(b) The General Partner shall be compensated from time to time for management and other services provided to the partnership. Compensation shall be in a reasonable amount.

(c) Balances of revenues and profits, if any, after payment of necessary expenses, compensation to General Partner, and after maintenance of necessary reserves, shall be distri-

buted at periodic intervals, not less often than annually, as shall be determined by the General Partner, pro-rata among all outstanding partnership units. The General Partner may authorize periodic periodic pro-rate payments on a drawing basis, at convenient intervals during a year, but with a full accounting and profit distribution to be made annually.

(d) In the event of liquidation of the partnership, all proceeds shall be distributed in the following order of priority:

(1) To the payment of the debts and liabilities of the partnership and the expense of liquidation. For this purpose the liquidator in his discretion, shall set up such reserves as may seem necessary for any contingent or unforeseen liabilities of the partnership.

(2) Current and unpaid compensation or reimbursement of expenses, owing to the General Partner.

(3) To the partners with respect to their shares of any undrawn profits for the fiscal year.

(4) Balance pro-rata among all outstanding partnership units.

10. No Other Right To Distribution.

There is no other right of a partner to receive, nor of the General Partner to make, distributions to a partner, whether by way of return of all or any part of the partner's contribution.

11. Dissolution of Partnership.

The limited partnership shall be dissolved and its affairs wound up upon the first of the following events to occur:

(a) Retirement, death, bankruptcy, or insanity of a General Partner; provided, while Grant H. Mortensen and Moziene S. Mortensen are general partners, such an event must occur as to both before dissolution of the partnership results.

(b) The written agreement of all partners, general and limited, to terminate as of a stated date.

12. Continuance of Business.

(a) In the event of dissolution of the partnership, then a remaining General Partner, if there be one, or if not any one or more limited partners may elect, by notice in writing to all interested parties within 30 days of dissolution, to become a substituted General Partner or Partners and to continue the business. But if a General Partner does not continue, then a limited partner or partners becoming a General Partner or Partners must pay to each limited partner who requests in writing (within 15 days) withdrawal of his partnership units, the value of the units of each partner not continuing or withdrawing. Value shall be determined and paid as provided in sub-paragraphs (c) and (d) hereof. If more than one limited partner elects to be a new General Partner, but not together, then the limited partners shall determine who shall be the new General Partner by majority vote of units; otherwise, the partnership shall be liquidated.

(b) The new General Partner shall have the right to form a new limited partnership and shall have the right:

(1) To transfer and convey the assets of the dissolved limited partnership to the new limited partnership, subject to liabilities;

(2) Amend this certificate to establish the new General Partner or Partners;

(3) Perform all such other acts or cause all such things to be done as shall be necessary or advisable for the formation of the new limited partnership.

(c) In the event of the formation of a new limited partnership, the value of each partnership unit, as to any noncontinuing or withdrawing limited partner, shall be based upon book value adjusted to include fair market value of all real property and personal property owned by the partnership. Any disputes as to value shall be arbitrated in accordance with sub-paragraph (e) hereof.

(d) The price of a partnership unit shall be payable ten (10) percent down, the balance shall bear interest at nine (9) percent per annum from the date the limited partner requested withdrawal in ten (10) equal annual installments. The price shall be evidenced by a written promissory note, shall be a debt of the partnership and shall be secured by partnership assets.

(e) In the event of any dispute as to the value of a partnership unit, upon an election for continuance of the business, then the continuing partner or partners shall appoint an

appraiser, the non-continuing partner or partners (or representative thereof) shall appoint an appraiser, the two appraisers shall jointly appoint a third appraiser, and the three appraisers shall determine, in compliance with this agreement, and by majority vote, the value of the partnership units being retired, which determination shall bind all parties.

13. Additional Agreements.

The partners agree to the following additional provisions:

(a) This certificate, and the partnership agreement contained herein, may not be amended by General Partners without consent in writing of the limited partners.

(b) Except as otherwise expressly herein provided, the partnership may not, by General Partners, without written consent of the limited partners, do any of the following:

(1) Dissolve or wind up the limited partnership;

(2) Sell, exchange, lease, mortgage, pledge, or make any other transfer of all or substantially all of the assets of the limited partnership other than in the ordinary course of business;

(3) Incur any indebtedness other than in the ordinary course of business; nor

(4) Change the nature of the business.

(c) The limited partners shall not participate in the control of the business and shall not be liable for any obligations of the limited partnership.



(d) Any partner, with consent of the General Partners, may loan money to the partnership, from time to time, with the amount, interest, terms and repayment of each loan to be evidenced by a written promissory note. Each such loan shall constitute a debt of the limited partnership.

(e) Adequate books of account shall be kept at all times under the supervision of the General Partners. The books shall be open to inspection by any limited partner, or his accredited representative, at any reasonable time.

(f) The partnership books shall contain a capital account and an income account for each partner. Profits and losses shall be credited or debited to an individual income account of each partner as soon as practicable after the close of each fiscal year. If there be no balance in the individual income account, net losses shall be debited to the individual capital accounts. If there be no balance in the capital account of a partner, or if the capital account shall have been depleted by the debiting of losses under this paragraph, future profits of that partner shall not be credited to his income account until the depletion shall have been made good, but shall be credited to his capital account. After such depletion in this capital account shall have been made good his share of the profits shall thereafter be credited to his income account.

(g) The books of account shall be examined and reviewed at the close of each fiscal year by an independent public accountant designated by the General Partners, who shall

make a report thereon. A copy of the report shall be furnished to each limited partner.

(h) The fiscal year of the partnership shall be the calendar year.

(i) The General Partners shall not be required to devote his entire business time to this partnership. He may have other employment. He agrees to devote such time and attention to this enterprise as may be necessary in his discretion, for the successful functioning and completion of the work of the partnership.

(j) Each party hereto shall execute such other and further instruments and shall perform such additional acts as are necessary to effectuate this partnership and to carry on its business.

(k) GRANT H. MORTENSEN has the power of attorney by each limited partner authorizing him to execute and file for record amendments to the Certificate of Limited Partnership.

EXECUTED THIS                      6 16th day of June, 1985.

"GENERAL PARTNERS"

Grant H. Mortensen  
Grant H. Mortensen

Mozzine S. Mortensen  
Mozzine S. Mortensen


"LIMITED PARTNERS"

Grant H. Mortensen  
Grant H. Mortensen  
Mozzine S. Mortensen  
Mozzine S. Mortensen

Troy O. Mortensen  
Troy O. Mortensen

STATE OF IDAHO,                     )  
County of Madison.                 )ss.  
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On this 16th day of June, 1985, appeared GRANT H. MORTENSEN, MOZIENE S. MORTENSEN, TRUDY JOHNSON, H. SCOTT MORTENSEN, TANA JILL DEFA, CODY G. MORTENSEN and TROY O. MORTENSEN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

  
Notary Public for Idaho  
Residing at: Rexburg, Idaho  
My Commission is for Life