

66122 0454187
CERTIFICATE OF LIMITED PARTNERSHIP

OF

BAR 13 RANCH

STATE OF IDAHO)
) ss.
County of Bonneville)

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the partnership is Bar 13 Ranch Limited Partnership.

2. The general nature of the partnership business is to own, lease, and operate ranching and farming properties and related businesses, together with all required machinery and equipment of every name, nature and type, as well as engage in all other lawful business activities.

3. The principal place of business of the partnership is Custer County, Idaho.

4. The names and addresses of each general and limited partner are as follows:

GENERAL PARTNERS

PLACE OF RESIDENCE

Marvin Goddard

Mackay, Idaho 83251

Jack Lynn Goddard

Mackay, Idaho 83251

Ross K. Goddard

Mackay, Idaho 83251

LIMITED PARTNERPLACE OF RESIDENCE

Marvin Goddard

Mackay, Idaho 83251

5. The name and address of the registered agent for service of process are: Marvin Goddard, Mackay, Idaho 83251.

6. The term of the partnership commences on the 8th day of October, 1982, and shall continue indefinitely until terminated in the manner provided in the Articles of Partnership.

7. A description of the original capital contributions of each partner is as follows:

<u>General Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Property Contribution</u>
Marvin Goddard	500	50%	\$681,092.00 value of cash, land, livestock and equipment
Jack Lynn Goddard	7.34	.734%	\$9,998.40 value in equipment
Ross K. Goddard	14.68	1.468%	\$19,996.80 value in livestock

<u>Limited Partner</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Property Contribution</u>
Marvin Goddard	477.98	47.798%	\$651,096.80 value in cash, land, livestock and equipment
Total	1000	100%	\$1,362,184.00

8. The profits of the partnership's business shall be shared by the partners in proportion to their percentage ownership of the capital of the partnership.

9. There is no agreement concerning the making of additional contributions by any limited partner, nor is there any agreement concerning the time when the contribution of any limited partner is to be returned.

10. A limited partner may substitute his spouse, children, issue, siblings, or any member of his family, or a trust, corporation, or legal entity created primarily for the benefit of such persons, without the consent or approval of the partners. Any other substitution of a limited partner requires the consent of a majority of the general partners. A copy of the requisite pages of the Partnership Agreement are attached hereto.

11. Additional limited partners may be admitted only upon the consent of a majority of the general partners.

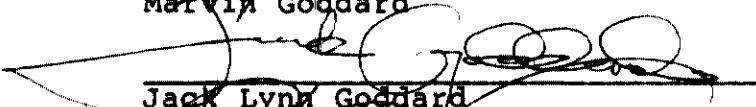
12. There are no priorities between the limited partners as to contributions or as to compensation by way of income.

13. A partner may withdraw from the partnership at any time. In the event of the death or retirement of any general or limited partner, the partnership shall be dissolved, but the remaining partners shall have the right to continue the

partnership business by purchasing the deceased or retiring partner's interest in the partnership. A copy of the Buy Out Agreement among the partners is attached hereto.

DATED this 8 day of Oct., 1982, Idaho Falls, Idaho.


Marvin Goddard


Jack Lynn Goddard


Ross K. Goddard

GENERAL PARTNERS


Marvin Goddard

Jack Lynn Goddard

Ross K. Goddard

LIMITED PARTNERS

STATE OF IDAHO)
) ss.
County of Bonneville)

On the 8 day of Oct., 1982, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared MARVIN GODDARD, JACK LYNN GODDARD and ROSS K. GODDARD, known or identified to me to be the persons whose names are subscribed to the within Certificate of Limited Partnership and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)

Stephen E. Martin
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: Life