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CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE BRENT STOLWORTHY FAMILY LIMITED PARTNERSHIP,
an Idaho Limited Partnership

The parties hereto do hereby certify that an Agreement was made effective the 31st day of December, 1986, at Idaho Falls, Idaho, by the following, herein called "General Partner":

Brent Stolworthy

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

Shawn Gerald Stolworthy
Nicol Stolworthy
Bart H. Stolworthy
Stacey Stolworthy
The Ilene Stolworthy Trust

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 53-208 of the Limited Partnership Act, Idaho Code Annotated, and sign and swear to this certificate as required by Idaho law.

1. Name. The name of this Limited Partnership is THE BRENT STOLWORTHY FAMILY LIMITED PARTNERSHIP, an Idaho 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 Route 3, Box

294, Idaho Falls, Idaho 83401.

4. Registered Agent and Office. The registered agent for this Limited Partnership is Brent Stolworthy. The address of the registered agent and the registered office is Route 3, Box 294, Idaho Falls, Idaho 83401.

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

<u>GENERAL PARTNER</u>	<u>PLACE OF RESIDENCE</u>
Brent Stolworthy	Route 3, Box 294 Idaho Falls, Idaho 83401

<u>LIMITED PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
Shawn Gerald Stolworthy	Route 3, Box 294 Idaho Falls, Idaho 83401
Nicol Stolworthy	Route 3, Box 294 Idaho Falls, Idaho 83401
Bart H. Stolworthy	Route 3, Box 294 Idaho Falls, Idaho 83401
Stacey Stolworthy	Route 3, Box 294 Idaho Falls, Idaho 83401
The Ilene Stolworthy Trust	Route 3, Box 294 Idaho Falls, Idaho 83401

6. Term. The Partnership shall begin on the 31st day of December, 1986, 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 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 \$ 1,165,916⁰⁰.


<u>Partners</u>	<u>Percentage Interest</u>	<u>Contribution</u>
Brent Stolworthy	6%	\$ <u>69,954⁹⁶</u>
Shawn Gerald Stolworthy	1%	\$ <u>11,659¹⁶</u>
Nicol Stolworthy	1%	\$ <u>11,659¹⁶</u>
Bart H. Stolworthy	1%	\$ <u>11,659¹⁶</u>
Stacey Stolworthy	1%	\$ <u>11,659¹⁶</u>
The Ilene Stolworthy Trust	90%	\$ <u>1,049,324⁴⁰</u>


GENERAL PARTNER:


BRENT STOLWORTHY

LIMITED PARTNERS:

THE ILENE STOLWORTHY TRUST

By 
ILENE STOLWORTHY, Trustee


ILENE STOLWORTHY
as legal custodian for the
following minor children:

Shawn Gerald Stolworthy
Nicol Stolworthy
Bart H. Stolworthy
Stacey Stolworthy

SCHEDULE "A"

Attached to THE BRENT STOLWORTHY FAMILY LIMITED PARTNERSHIP
dated the 31st day of December, 1986.

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

- A. Southeast quarter (SE1/4) of Section 15, Township 1
South, Range 36 East of the Boise Meridian:

SUBJECT TO all oil, gas or other mineral leases of
record encumbering said property, but TOGETHER WITH
all rents, issues and profits to be distributed therefrom
to the owner or owners of the described property.

BINGHAM COUNTY, STATE OF IDAHO.

- B. Township 1 South, Range 36 East Boise Meridian:

Section 2:

Lot 4;
Southwest quarter of the northwest quarter
(SW1/4NW1/4);
Northwest quarter of the southwest quarter
(NW1/4SW1/4).

Section 3:

Lot 1;
Southeast quarter (SE1/4);
Southwest quarter (SW1/4);
South half of the northeast quarter (S1/2NE1/4);
South half of the northwest quarter (S1/2NW1/4).

Section 4:

East half of the southeast quarter (E1/2SE1/4).

Section 9:

East half of the east half (E1/2E1/2).

Section 10:

All of said section,
LESS highway right-of-way.

Section 11:

South half of the northwest quarter (S1/2NW1/4);
Southwest quarter (SW1/4);
West half of the southwest quarter of the
southeast quarter (W1/2SW1/4SE1/4);
Northwest quarter of the southeast quarter
(NW1/4SE1/4);

EXCEPTING THEREFROM the following described property: Beginning at a point north 0° and 53' east 1827.3 feet, and north 75° and 40' east, 17 feet from the south quarter corner of Section 11, Township 1 South, Range 36 East of the Boise Meridian, in Idaho. Thence north 75° and 40' east, 270 feet; thence south 17° and 5' east, 368.5 feet; thence north 86° and 55' west, 373.3 feet; thence north 0° and 36' east, 265.4 feet to the point of beginning. Containing 2.28 acres, more or less, and being part of the northwest quarter of the southeast quarter of said Section 11.

ALSO EXCEPTING: Beginning at a point north 0° and 53' east, 1827.3 feet, and north 75° and 40' east, 287 feet from the south quarter corner of Section 11, Township 1 South, Range 36 East of the Boise Meridian, in Idaho. Thence north 5° and 38' west, 203 feet; thence north 87° and 6' east, 514.5 feet; thence south 27° and 35' east, 204.3 feet; thence south 74° and 35' west, 375 feet; thence south 40° west, 240 feet; thence north 17° and 5' west, 247.5 feet to the point of beginning. Containing 3.52 acres, more or less, and being part of the northwest quarter of the southeast quarter of said Section 11.

ALSO EXCEPTING: Beginning at a point that is north 0° 53' east 1827.3 feet and north 75° 40' east 287.0 feet and north 5° 38' west 203.0 feet from the south quarter corner of said Section 11, and running thence north 87° 06' east 514.5 feet; thence north 24° 26' west 577.4 feet; thence west 26.0 feet; thence south 4° 24' east 392.8 feet; thence north 88° 18' west 295.90 feet; thence south 5° 38' east 169.6 feet to the point of beginning, containing 2.60 acres, more or less.

ALSO EXCEPTING that portion of the east half of the northwest quarter of the southeast quarter (E1/2NW1/4SE1/4) lying east of the New Sweden Canal, containing 8 acres more or less.

ALSO EXCEPTING: Beginning at a point that is north 0° 53' east 1827.3 feet, and north 75° 40' east 287.0 feet from the south quarter corner of Section 11, Township 1 South, Range 36, East Boise Meridian, and running thence north 5° 38' west 245.1 feet; thence south 52° 39' east 280.9 feet; thence north 87° 20' east, 118.1 feet; thence north 5° 15' 30" west, 677.6 feet; thence south 24° 26' east, 577.4 feet; thence south 27° 35' east, 204.3 feet; thence south 74° 35' west, 375.0 feet; thence south 40° 00' west 240.0 feet; thence north 17° 05' west 247.5 feet to the point of beginning, containing 4.082 acres.

Section 14:

Northwest quarter of the northeast quarter
(NW1/4NE1/4);

South half of the northeast quarter
(S1/2NE1/4);

Northeast quarter of the southeast quarter
(NE1/4SE1/4);

EXCEPTING FROM said NE1/4SE1/4 the following:

Commencing at the southeast corner of the northeast quarter of the southeast quarter of Section 14 in Township 1 South of Range 36 East Boise Meridian, in Bingham, County, Idaho, and running thence north along the section line 770 feet to a county road; thence south-westerly along the easterly line of said county road which runs along the easterly bank of the New Sweden Irrigation Company Canal a distance of 779.5 feet; thence east 128 feet to the point of beginning.

West half of the southwest quarter (W1/2SW1/4);

That portion of the northeast quarter of the northeast quarter (NE1/4NE1/4) described as follows: Beginning at the northwest corner of the northeast quarter of the northeast quarter (NE1/4NE1/4) and running thence south 80 rods to the southwest corner thereof; thence east 80 rods to the southeast corner

thereof; thence northwest to the point of beginning.

Section 15:

North half (N1/2).

Section 22:

Southeast quarter of the northeast quarter
(SE1/4NE1/4);

North half of the northeast quarter (N1/2NE1/4).

SUBJECT TO all oil, gas or other mineral leases of record encumbering said property, but TOGETHER WITH all rents, issues and profits to be distributed therefrom to the owner or owners of the described property.

BINGHAM COUNTY, STATE OF IDAHO.

C. Township 1 South, Range 36, E.B.M., Bingham County, Idaho.

Section 2: That part of the S1/2SW1/4 lying westerly of Interstate 15.

BINGHAM COUNTY, STATE OF IDAHO.

D. (West side - cousin's property)

The NW1/4, E1/2 SW1/4 and NW1/4SE1/4 of Section 14; the NW1/4 and all that part of N1/2SW1/4 lying north and west of the New Sweden Irrigation District Canal of Section 23; and that portion of the E1/2SE1/4 lying north and west of the New Sweden Irrigation District Canal of Section 22; all in Township 1 South, Range 36 E.B.M.

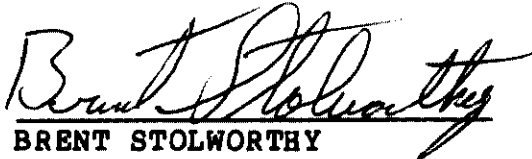
TOGETHER WITH all water and water rights, ditches and ditch rights.

BINGHAM COUNTY, STATE OF IDAHO.

The above-described real estate is hereby conveyed to said Brent Stolworthy Family Limited Partnership with Grantors retaining

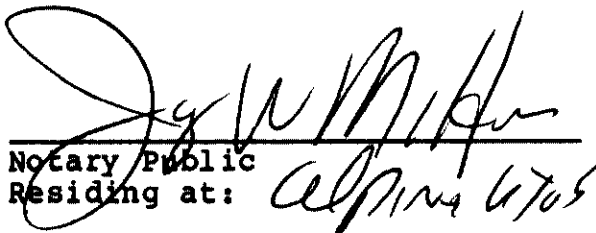
the obligation to personally pay all obligations thereon if any presently exist.

2. \$100.00 (\$20.00 each) from Ilene Stolworthy, Shawn Gerald Stolworthy, Nicol Stolworthy, Bart H. Stolworthy and Stacey Stolworthy.


BRENT STOLWORTHY

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 1st day of JAN, 1988, personally appeared before me Brent Stolworthy, the signer of the within instrument, who duly acknowledged to me that he executed the same.


Notary Public
Residing at: Alpine 6705

My commission expires:

3/23/89