#### CERTIFICATE OF LIMITED PARTNERSULD

OF

# THE GLENN A. JAMES FAMILY LIMITED PARTNERSHIP An Idaho Partnership

The parties hereto do hereby certify that an Agreement was made effective the 2 day of December, 19 12 at Salt Lake City, Utah, by the following, herein called "General Partners":

Glen A. James

Beverly L. James

and by the following, herein called "Limited Partners":

Glen A. James

Beverly L. James

Dave James

Judy James

Douglas James

Susan James

Daryl James

Carmel James

Ronald James

Beth James

Dale James

Brenda James

Jolene James

Glenn A. James As Custodian for:

Colleen James

Kathleen James

## WITNESSETH:

The parties hereto on the date described above formed a Limited Partnership pursuant to the provisions of Section 53-202 of the Limited Partnership Act, Idaho Code Annotated, 1947, and sign and swear to this certificate as required by Idaho Code Annotated, Section 53-202(1)(b).

- 1. NAME: The name of this Limited Partnership is THE GLEN A. JAMES Family Limited Partnership.
  - The general character of the 2. BUSINESS: partnership business shall be to hold, develop, and lease real estate, 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 Rigby, Idaho.
- THE PARTNERS: The registered agent for service of process for this Limited Partnership is as follows: THE GLEN A. JAMES Family Limited Partnership, Rigby, Idaho.

### GENERAL PARTNERS

#### PLACE OF RESIDENCE

Glenn A. James	Rigby, Idaho 83340
Beverly L. James	Rigby, Idaho 83340
LIMITED PARTNERS	PLACE OF RESIDENCE
Glenn A. James	Rigby, Idaho 83340
Beverly L. James	Rigby, Idaho 83340
Dave & Judy James	142 Marsha Drive Rigby, Idaho 83340
Douglas & Susan James	111 West 1st South Rigby, Idaho 83340
Daryl & Carmel James	116 South 700 East #10 Provo, Utah
Ronald & Beth James	375 Farnsworth Lane #11 Rigby, Idaho
Dale & Brenda James	.525 South 5th West Rexburg, Idaho
Jolene James	P. O. Box 358 Rigby, Idaho 83340
Kathleen James	II H
Colleen James	11 11

6. TERM: The partnership shall begin on the 2 N 19 X and shall continue for twentyfive (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. <u>RETURN OF CONTRIBUTIONS</u>: No time has been agreed upon for the return of any contribution by any Limited Partner.
- 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.
- 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 thirty-day opportunity to purchase such interest, as explained in detail by the partnership agreement.
- 11. <u>ADDITIONAL LIMITED PARTNERS</u>: 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 Limited Partners have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of \$\frac{100}{100}\$. (percentages pages 4 & 5)
- 16. REGISTERED AGENT: The registered agent for service for this Limited Partnership is Glen A. James of Rigby, Idaho.

## GENERAL PARTNERS:

1%	Slen a James
	GLEN A. JAMES
1%	Devely S. James
	BEVERLY L. JAMES
	TIMINED DARMINEDO.
	LIMITED PARTNERS:
	NA
	ROSE H. JAMES
9.8%	Slen a James
	GLEN A. JAMES
9.8%	Benely of James
	REVERALY L. JAMES
4.9%	tau James
	DAVE JAMES ()
4.9%	Judy James
	INDA 24WER
4.9%	Douglas James
	DOUGLAS JAMES
4.9%	Leison James
	SUSAN JAMES
4.9%	From James
	DARYL JAMES
4.9%	Carmel James
	CARMEL JAMES
4.9%	Rayald James
	RONALD JAMES

4.9%	BETH JAMES James
4.9%	DALE JAMES
4.9%	Brenda James James
9.8%	Johne James
9.8%	Kathleen James
9.8%	Jolene James as custodian for:

Colleen James

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Attached to dated the Attached the	THE GLENN A. JAMES FAMILY LIMITED PARTNERSHIP
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#/0	0
	Glenn (i. James
	GLENN A. JAMES James
107AS	BEVERLY L. JAMES
STATE OF UTAH	) : ss
On this and bef	· ·
	ore me Glenn A. James and Beverly L. James, in instrument who duly acknowledged to me same.
My Commission expires:	Notary Public
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