

FOSTER LAND AND CATTLE COMPANY

CERTIFICATE

OF

LIMITED PARTNERSHIP

November 2, 1983

STATE OF IDAHO)
) ss.
County of Bonneville)

We, the undersigned, desiring to form a Limited Partnership pursuant to the laws of the State of Idaho (also conforming to the Uniform Limited Partnership Act as adopted by the State of Idaho), certify as follows:

1. The name of the Limited Partnership is FOSTER LAND AND CATTLE COMPANY, Limited Partnership

2. The purpose of the Limited Partnership is to carry on the business of farming and related agricultural pursuits under the firm name and style of FOSTER LAND AND CATTLE COMPANY.

3. The business office of the Limited Partnership is located in Rigby, County of Jefferson, State of Idaho.

4. The name and addresses of the General Partners are as follows:

Brad Foster

Route 4, Box 84
Rigby, Idaho 83442

Boyd Foster

Route 8, Box 284A
Idaho Falls, Idaho 83401

General Partners are also registered agents for the partnership pursuant to Idaho Code 53-204.

5. The name and address of the Limited Partner is as follows:

Melba Foster Pettingill

Route 4, Box 401
Rigby, Idaho 83442

6. The initial term of the Limited Partnership is August 8, 1973 (a continuation of Partnership Agreement as of said date) to December 31, 2041, and thereafter from year to year until terminated by formal dissolution and legal notice as provided by the laws of the State of Idaho.

7. The initial percentage contribution of each Partner in the capital of the partnership follows: BRAD FOSTER, Fifty Six Percent (56%); MELBA FOSTER PETTINGILL, a Life Estate in Twenty Four Percent (24%), BOYD S. FOSTER, Twenty Percent (20%). No cash is being contributed to the partnership, but real property and associated obligations, farm assets of an agreed value, net of Five Hundred Thousand Dollars (\$500,000), is being contributed for purposes of this agreement.

8. No Additional contributions are required to be made.

9. The investment by each Partner is considered permanent for the term of said Limited Partnership, and may only be returned upon consent of the General Partner, and provided that all current liabilities of the partnership have been paid.

10. The Limited Partner shall receive a monthly payment of Five Hundred Dollars (\$500.00) per month, beginning November, 1982, as a guaranteed payment pursuant to Section 736 of the Internal Revenue Code.



11. The partnership will continue until the death of a General Partner.

12. The Limited Partner may substitute an assignee as a contributor in her place with the prior consent of the General Partners.

13. An additional Limited Partner may be admitted only upon consent of the General Partners.

DATED: November 2, 1983.

GENERAL PARTNERS:


BRAD FOSTER

BOYD S. FOSTER

LIMITED PARTNER:


MELBA FOSTER PETTINGILL

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 2nd day of November, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared BRAD FOSTER, BOYD S. FOSTER, and MELBA FOSTER PETTINGILL, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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


Notary Public for Idaho

(Seal)

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