

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LLOYD WOOLSTENHULME FAMILY LIMITED PARTNERSHIP

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 LLOYD WOOLSTENHULME FAMILY LIMITED PARTNERSHIP.

2. The general character of the Partnership business is to do all things reasonable and proper in the operation, acquisition and sale of farms and ranches.

3. The name and address of the agent for service of process upon the Partnership shall be Lloyd Woolstenhulme, Route 1, Box 522, Victor, Idaho 83455.

4. The names and business addresses of each General and Limited Partner are as follows:

GENERAL PARTNERS

Lloyd Woolstenhulme

BUSINESS ADDRESS

P. O. Box 217
Victor, Idaho 83455

LIMITED PARTNERS

Ann W. Halversen

BUSINESS ADDRESS

299 Fairfax Circle
Salt Lake City, Utah 84103

Carol W. Jardine

1430 East 640 South
Provo, Utah 84601

Stephen L. Woolstenhulme

1202 Richardson Drive
Richardson, Texas 75080

Kathleen Woolstenhulme

299 Fairfax Circle
Salt Lake City, Utah 84103

P. LeGrand Woolstenhulme	1442 E. 800 South Provo, Utah 84601
Roger B. Woolstenhulme	1442 E. 800 South Provo, Utah 84601
A. Vern Woolstenhulme	Rt. 1, Box 523 Victor, Idaho 82455

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

<u>General Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
Lloyd Woolstenhulme	\$83,400.00	Interest in farm real estate

<u>Limited Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
Ann W. Halversen	\$13,627.56	Interest in farm real estate
Carol W. Jardine	\$13,627.56	Interest in farm real estate
Stephen L. Woolstenhulme	\$13,627.56	Interest in farm real estate
Kathleen Woolstenhulme	\$13,627.56	Interest in farm real estate
P. LeGrand Woolstenhulme	\$13,627.56	Interest in farm real estate
Roger B. Woolstenhulme	\$13,627.56	Interest in farm real estate
A. Vern Woolstenhulme	\$ 1,634.64	Interest in farm real estate

6. There is no requirement for making additional contributions by any partner.

7. A Limited Partner may not assign all or any portion of a Partnership interest unless the following conditions are met:

(i) A proposed written instrument of assignment is filed with the Partnership setting forth a statement of the intention that the transferor, assignor, designor or legal representative transfers to the proposed transferee, designee or the legal representative such interests and the same become a substituted Limited Partner;

(ii) The proposed substituted Limited Partner execute, adopt and acknowledge the Partnership Agreement, the Buy-Out Agreement, the Certificate of Limited Partnership, if required by law, and any Certificates of Agreed Value;

(iii) The proposed substituted Limited Partner shall pay all costs and fees incurred or charged by the Partnership to effectuate the transfer;

(iv) The proposed substituted Limited Partner meets the requirements for investment in the Partnership applicable to the original transferor, if any, and executes all of the documents reasonably required by the General Partners;

(v) The General Partners, other than the transferring partner, if said transferring partner be a General Partner, shall give their unanimous consent, which consent they may grant or withhold in their sole discretion; and

(vi) A certificate evidencing the admission of such person as a Limited Partner shall have been properly recorded with the appropriate authorities.

8. No partner of the Partnership can sell, assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or transfer all or any portion of his Partnership interest, except pursuant to the terms of the Buy-Out Agreement of the General and Limited Partners of Lloyd Woolstenhulme Limited Partnership. The exact terms and

conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the Partnership.

9. No partner has the right to receive distributions of property or cash, except distributions of available funds approved by a majority vote of the General Partners of the Partnership.

10. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The General Partners by majority vote have the right to determine what distributions will be made to the partners.

11. The Partnership is to be dissolved and its affairs wound up upon the unanimous written agreement of the General Partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any General Partner.

12. In the event of dissolution of the Partnership, instead of winding up, the Partnership may be continued under the following conditions:

a. With the consent of the terminating General Partner if he be alive and competent, or otherwise by his successor in interest, and with the unanimous consent of all the General Partners or if there be no remaining General Partners, Limited Partners owning more than fifty percent (50%) of the outstanding Partnership units owned by Limited Partners, the interest of the terminating General Partner may be converted from a general Partnership interest to a limited Partnership interest and the Partnership reformed on that basis. The converted interests shall be entitled to the same interest in profits and losses or distributions as the interest such partner had as a General Partner. If there are no remaining General Partners a new General Partner or partners shall be selected from the Limited Partners by a majority vote of the Limited Partners and the interest of the Limited Partners or partners so chosen shall be converted to general Partnership interest. The converted interests shall be entitled to the same interest in profits and losses or distributions as the interest such partner had as a Limited Partner; or

b. The Partnership or remaining partners may purchase the interest of the terminating General Partner under the terms of the Buy-Out Agreement and the Partnership reformed on that basis.

Dated this 23rd day of January, 1984.

DATED: January 23, 1984 Lloyd Woolstenhulme
Lloyd Woolstenhulme

GENERAL PARTNERS

DATED: April 18, 1984 Ann W. Halversen
Ann W. Halversen

DATED: April 20, 1984 Carol W. Jardine
Carol W. Jardine

DATED: April 20, 1984 Stephen L. Woolstenhulme
Stephen L. Woolstenhulme

DATED: April 16, 1984 Kathleen Woolstenhulme
Kathleen Woolstenhulme

DATED: April 20, 1984 P. LeGrand Woolstenhulme
P. LeGrand Woolstenhulme

DATED: April 20, 1984 Roger B. Woolstenhulme
Roger B. Woolstenhulme

DATED: January 23, 1984 A. Vern Woolstenhulme
A. Vern Woolstenhulme

SUBSCRIBED and sworn to before me this 23rd day
of January, 1984, by LLOYD WOOLSTENHULME.

(Seal)

Vandale K. Borten
Notary Public for Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: Life

SUBSCRIBED and sworn to before me this 18 day of April, 1984, by ANN W. HALVERSEN.

(Seal)

[Signature]
Notary Public for UTAH
Residing at: SALT LAKE
My Commission Expires: 8-24-87

SUBSCRIBED and sworn to before me this 18 day of April, 1984, by CAROL W. JARDINE.

(Seal)

[Signature]
Notary Public for UTAH
Residing at: Woodsland Hills UTAH
My Commission Expires: 3-30-87

SUBSCRIBED and sworn to before me this 18 day of April, 1984, by STEPHEN L. WOOLSTENHULME.

(Seal)

[Signature]
Notary Public for UTAH
Residing at: Woodsland Hills UTAH
My Commission Expires: 3-30-87

SUBSCRIBED and sworn to before me this 16 day of April, 1984, by KATHLEEN WOOLSTENHULME.

(Seal)

[Signature]
Notary Public for STATE OF UTAH
Residing at: S. JORDAN, UTAH
My Commission Expires: 11/23/85

SUBSCRIBED and sworn to before me this 18 day of April, 1984 by P. LeGRAND WOOLSTENHULME.

(Seal)

[Signature]
Notary Public for UTAH
Residing at: Woodsland Hills UTAH
My Commission Expires: 3-30-87

SUBSCRIBED and sworn to before me this 27th day of
APRIL, 1984, by ROGER B. WOOLSTENHULME.

(Seal)

NOTARY PUBLIC
Notary Public for
Residing at: Idaho Falls, IDAHO
My Commission Expires: 3-31-87

SUBSCRIBED and sworn to before me this 23rd day of
January, 1984, by A. VERN WOOLSTENHULME.

(Seal)

Tandall K. Barton
Notary Public for Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: Life