

CERTIFICATE OF LIMITED PARTNERSHIP

OF

BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP

The undersigned, constituting all of the General and Limited Partners of BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP, a limited partnership created under the laws of the State of Idaho, hereby acknowledge and execute this Certificate of Limited Partnership pursuant to Section 53-208 of the Idaho Code.

1. The name of the Limited Partnership is BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP.

2. The nature and purpose of the Limited Partnership's business is to engage in the business of farming, ranching and all other activities related thereto.

3. The name of the registered agent for service of process is KENNETH BLAISDELL and his address is Route 1, Box 212, Malad City, Idaho, 83252.

4. The principal place of business of the Limited Partnership is Route 1, Box 212, Malad City, Idaho 83252. The names and address of the General and Limited Partners are as set forth under their signatures.

5. The initial contribution of the Partners are as set forth opposite their signatures below. The Partners have contributed no other property or labor to the Limited Partnership.

6. The Partners are not required to make any additional contributions to the Limited Partnership.

7. Each Limited Partner may transfer his interest in the Limited Partnership to another Partner of the Limited Partnership or to the transferring Partner's legal issue without the consent of the other Partners. However, no Partner may substitute in his place an assignee, other than his legal issue or an existing Partner, without the written consent of all of the General and Limited Partners.

8. There is no time agreed upon when a Partner may unilaterally terminate his membership in the Limited Partnership.

9. No Partner has the right to receive any distributions of property or cash from the Limited Partnership, except according to the priorities set forth in the Limited Partnership Agreement's provisions regarding termination or dissolution of the Limited Partnership.

10. There is no time agreed upon when the contribution of each Limited Partner is to be returned, except that the General Partner may return the initial contribution of each Partner according to the priorities set forth in the Limited Partnership Agreement's provisions regarding termination or dissolution of the Limited Partnership.

11. The Limited Partners shall not have the right to receive property other than cash as return of their capital contributions.

12. The Limited Partnership shall be dissolved and it's affairs wound up upon the first to occur of the following events:

- a) The dissolution of the Limited Partnership by Law;
- b) The sale of all or substantially all of the then Limited Partnership property;
- c) The election of the Partners by an affirmative vote of the Partners then holding 66% or more of the profit and loss interest in the Limited Partnership; or
- d) The retirement, withdrawal, death, insanity, incompetency, bankruptcy, or act of insolvency of the General Partner.

13. The retirement, withdrawal, death, insanity, incompetency, bankruptcy, or act of insolvency of the General Partner shall not dissolve the Partnership, if any remaining or successor General Partner elects to continue the business of the Partnership or if the remaining Limited Partners unanimously so elect in the absence of any remaining or successor General Partner.

14. The term of this partnership shall commence as of the date this Certificate is recorded and shall continue until terminated and dissolved as provided in the Agreement of Limited Partnership of the partnership.

15. The share of profits and any cash distributions which each Partner shall receive is as set forth opposite his signature below.

16. No Limited Partner is entitled to priority over other Limited Partners as to contributions or as to compensation by way of income.

17. Partners then owning sixty-six percent (66%) or more of the profit and loss interests in the Partnership may elect to admit additional Limited Partners.

18. A Limited Partner shall have the power to vote upon all matters described in the Idaho Limited Partnership Act. A vote by the Partners owning sixty-six percent (66%) or more of the profit and loss interests of the Partnership is required for approval of the matters described in the Act.

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this Certificate of Limited Partnership as of this 1st day of March, 1985.

<u>GENERAL PARTNERS:</u>	<u>CAPITAL CONTRIBUTION AND AGREED UPON VALUE</u>	<u>INTEREST IN PROFITS/LOSSES</u>
<u><i>Kenneth Blaisdell</i></u> KENNETH BLAISDELL Route 1, Box 212 Malad City, Idaho 83252	Cash/\$300.00	12.5%
<u><i>Lela D. Blaisdell</i></u> LELA D. BLAISDELL Route 1, Box 212 Malad City, Idaho 83252	Cash/\$300.00	12.5%

LIMITED PARTNERS:

CAPITAL
CONTRIBUTION
AND AGREED UPON
VALUE

INTEREST IN
PROFITS/LOSSES

Dale L. Mont Udy
DALE LAMONT UDY
Route 1, Box 355
Garland, Utah 84312_

Cash/\$300.00

12.5%

Gayle B. Udy
GAYLE B. UDY
Route 1, Box 355
Garland, Utah 84312_

Cash/\$300.00

12.5%

Daniel M. Blaisdell
DANIEL M. BLAISDELL
Route 1, Box 227
Malad City, Idaho
83252

Cash/\$600.00

25.0%

Jeff Moeller
JEFFERY W. MOELLER
356 N. 3rd West
Logan, Utah 84321

Cash/\$300.00

12.5%

Sherry B. Moeller
SHERRY B. MOELLER
356 N. 3rd West
Logan, Utah 84321

Cash/\$300.00

12.5%

STATE OF IDAHO)
COUNTY OF Oneida) ss.

On this 3rd day of May 1985, before me a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared KENNETH BLAISDELL, as General Partner of the BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Joan Hawker
NOTARY PUBLIC
Residing at: Malad, Idaho

My Commission expires:
5-5-85

STATE OF IDAHO)
COUNTY OF Oneida) ss.

On this 3rd day of May, 1985, before me a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared LELA D. BLAISDELL, as General Partner of the BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP, known to me to be person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Joan Hawker
NOTARY PUBLIC
Residing at: Malad, Idaho

My Commission expires:
5-5-85

STATE OF Idaho)
COUNTY OF Oneida) ss.

On this 4 day of May, 1985, before me a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared DALE LAMONT UDY, a Limited Partner of the BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Lela D Blaisdell
NOTARY PUBLIC
Residing at: Malden Idaho

My Commission expires:
1-17-87

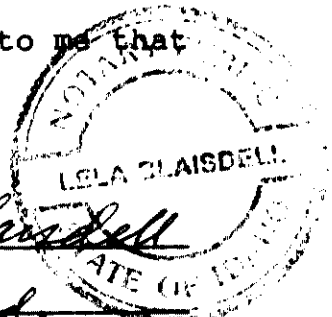
STATE OF IDAHO)
) ss.
COUNTY OF Oneida)



On this 4 day of May, 1985, before me a Notary Public in and for said County and State, residing therein, duly commisisoned and sworn, personally appeared GAYLE B. UDY, a Limited Partner of the BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Lela D Blaisdell
NOTARY PUBLIC
Residing at: Malden Idaho

My Commission expires:
1-17-87



STATE OF IDAHO)
COUNTY OF Oneida) ss.

On this _____ day of May, 1985, before me a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared DANIEL M. BLAISDELL, a Limited Partner of the BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Lela N. Blaisdell
NOTARY PUBLIC
Residing at: Melida, Idaho

My Commission expires:

1-17-87

STATE OF IDAHO)

) ss.

COUNTY OF Oneida)

On this _____ day of May, 1985, before me a Notary Public in and for said County and State, residing therein, duly commisisoned and sworn, personally appeared JEFFERY W. MOELLER, a Limited Partner of the BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Lela D. Blaisdell
NOTARY PUBLIC
Residing at: Malden, Idaho

My Commission expires:

1-17-87

STATE OF IDAHO)

) ss.

COUNTY OF Oneida)

On this _____ day of May, 1985, before me a Notary Public in and for said County and State, residing therein, duly commisisoned and sworn, personally appeared SHERRY B. MOELLER, a Limited Partner of the BLAISDELL LAND AND LIVESTOCK LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Lela D. Blaisdell
NOTARY PUBLIC
Residing at: Malden, Idaho

My Commission expires:

1-17-87

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