

JUL 17 1985

CERTIFICATE OF LIMITED PARTNERSHIP
OF TOLBERT FAMILY LIMITED PARTNERSHIP

STATE OF IDAHO)
 : ss.
County of Twin Falls)

The undersigned, parties desiring to form a limited partnership, do hereby swear and certify as follows:

(a) The name of the partnership is TOLBERT FAMILY LIMITED PARTNERSHIP.

(b) The character of the business of the partnership shall be to acquire, hold, operate, manage and dispose of, as liquidity is desired, the real and personal property owned by the partnership as set forth on Schedule A attached hereto and incorporated herein by reference and to hold, lease, exchange, sell, dispose of and otherwise deal with such property in any manner whatsoever and to carry on any and all business activities incident thereto, all for the purpose of which this partnership was formed.

(c) The location of the principal place of business of the partnership is Route 4, Twin Falls, Idaho 83301. The resident agent is Robert W. Stephan at 102 Main Avenue South, P. O. Box 83, Twin Falls, Idaho 83303-0083.

(d) The name and place of residence of the general partners are as follows:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
NATHAN EDWARD TOLBERT	350 Winterberry Okemos, Michigan 48864

BERT M. TOLBERT

444 Kalmia
Boulder, Colorado 80302

MARIAN TOLBERT CHILDS

7857 56th Place, N.E.
Seattle, Washington 98115

(e) The name and place of residence of each of the limited partners in the partnership is as follows:

<u>NAME</u>	<u>PLACE OF RESIDENCE</u>
HELEN ESTELLE TOLBERT	Route #4 Twin Falls, Idaho 83301

(f) The Partnership shall exist indefinitely from the date hereof until terminated pursuant to the terms of this agreement.

(g) The amount of cash and a description of and the agreed values of the other property contributed by each partner and each Limited Partner are as follows:

<u>NAME</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
NATHAN EDWARD TOLBERT	see Exhibit "A"	\$214,525.69
BERT M. TOLBERT	see Exhibit "A"	\$214,525.69
MARIAN TOLBERT CHILDS	see Exhibit "A"	\$214,525.69
HELEN ESTELLE TOLBERT	see Exhibit "A"	\$185,814.94

(h) The general partners shall be required to make additional capital contributions if additional capital is needed to maintain partnership operations. The Limited Partners shall not be required to make additional contributions to the partnership unless they agree to do so.

(i) Cash available for distribution shall be determined on a cash basis for federal income tax purposes

adding back to this item all depreciation and any other noncash expenses items and subtracting all cash expenditures of the partnership not taken into account in determining taxable income. The cash available for distribution shall then be distributed annually to the partners in proportion to the number of interests that each partner has in his or her respective capital account to the total interests of the combined capital accounts of all partners.

(j) A limited partner may not assign or encumber all or any part of his interest in the partnership.

(k) A limited partner may not withdraw in whole or in part from the partnership. The general partner shall not withdraw from the partnership at any time if such withdrawal shall result in a termination of the partnership. Notwithstanding anything herein to the contrary, the representative of a deceased limited partner desiring to sell their interest in the partnership upon the death of a limited partner shall first offer the interest of the deceased limited partner to the partnership. The purchase price shall be defined to mean that partner's interest as determined by the percentage of that partner's capital account to the total of all capital accounts and the fair market value of the net assets of the partnership. If the partnership fails for whatever reason to purchase any or all of the limited partner's interest offered for sale within 90

days the remaining limited partners, if any, shall have the next option to purchase the limited partner's interest offered at the purchase price; said option to purchase to limited partners shall be for 60 days from the first date of offer to the limited partner. If the limited partner's interest offered for purchase remains unsold at the expiration of the option period set forth herein, then it may not be sold but the said deceased limited partner's interest shall be liquidated and paid to the estate of said deceased limited partner.

(1) Only upon termination of the partnership shall a partner be entitled to receive or a general partner be entitled to make distributions to a partner which include a return of all or any part of the partners contribution.

(m) The partnership shall be dissolved upon the occurrence of any of the following:

(1) The election of the General Partners to dissolve and terminate the Partnership; provided, that in such case the Limited Partners shall have the right to continue the Partnership upon approval of all of the Limited Partners by electing to convert the Partnership to a General Partnership.

(2) The final disposition of all interest in the assets of the Partnership.

(3) The death of the last of the Limited

Partners shall terminate the Partnership, but the executor, administrator or a trustee acting pursuant to a trust or the Last Will and Testament of such deceased Limited Partner shall have all of the rights of the deceased Limited Partner for the purpose of settling his or her estate; and such executor, administrator or trustee, shall have full power to constitute himself or his assigns a substituted Limited Partner solely for purposes of winding up the Limited Partner's affairs. The Limited Partners expressly agree to provide in their estate planning vehicles that the partnership assets or liabilities shall be distributed equally to their surviving children, under the condition that the General Partner have an option of buying the interest of each such surviving child by paying such the pro rata share of the capital account of the deceased Limited Partner to which said surviving child would otherwise be entitled.

(4) The death, retirement, dissolution or insanity of the last surviving General Partner shall operate as a dissolution of the Partnership.

(5) Any other event causing termination of Limited Partnerships generally at law unless the partners unanimously and specifically provide to the contrary.

(m) Upon the death or incapacity of a general partner, the remaining general partners shall have the right

to continue the partnership business or to wind up and liquidate the partnership. If the general partners elect to dissolve and terminate the partnership, the limited partners shall have the right to continue the partnership upon approval of all of the limited partners by electing to convert the partnership to a general partnership.

IN WITNESS WHEREOF, the undersigned have executed this certificate effective the 22 day of December, 1984.

Nathan Edward Tolbert
NATHAN EDWARD TOLBERT

Bert M Tolbert
BERT M. TOLBERT

Marian Tolbert Childs
MARIAN TOLBERT CHILDS

"General Partners"

Helen Estelle Tolbert
HELEN ESTELLE TOLBERT

"Limited Partner"

STATE OF Washington)
County of King) ss.

THE UNDERSIGNED, being first duly sworn on oath,
state that they are the persons named in the foregoing
CERTIFICATE OF LIMITED PARTNERSHIP, that they have read the
same and know the contents thereof, and believe the same to
be just, correct and true.

12-20-84
Carole J. Helgren
Ingham County Mi
CAROLE J. HELGREN
Notary Public Ingham Co, MI
My Comm Expires 9-21-88

Nathan Edward Tolbert
NATHAN EDWARD TOLBERT

Bert M Tolbert
BERT M. TOLBERT

Marian Tolbert Childs
MARIAN TOLBERT CHILDS

Helen Estelle Tolbert
HELEN ESTELLE TOLBERT

SUBSCRIBED AND SWORN to before me this 18th day of
December, 1984.

Subscribe and sworn before
me this 22nd day of December,
1984 the signature above of
Bert M. Tolbert.

Christen Campbell
Notary Public for Washington
Residing at Seattle

Mary F Clough
Notary Public
State of Colorado
County of Boulder
My Commission expires June 29, 1985

SCHEDULE "A"

- Parcel No. 1: Northeast Quarter and Northeast .7 acres of Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 11, Township 10 South, Range 16 E.B.M., Twin Falls County, State of Idaho.
- Parcel No. 2: Southwest Quarter including Tax No. 338 of Section 12, Township 10 South, Range 16 E.B.M., Twin Falls County, State of Idaho.
- Parcel No. 3: Northeast Quarter (NE $\frac{1}{4}$) South and West of Canyon EXCEPT Northeast 1.5 acres of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) and EXCEPT East 55 feet of highway and EXCEPT Northeast 1.50 acres of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 12, Township 10 South, Range 16 E.B.M., Twin Falls County, State of Idaho.
- Parcel No. 4: North forty (40) feet of Lot 31, Township 10 South, Range 16 E.B.M., Twin Falls County, State of Idaho.

Farming Operation Assets:

1. 3/4 share of the assets of the operating partnership, Tolbert Agents.
2. Operating assets of the Helen Tolbert farm held in the Idaho First National Bank, Twin Falls, Idaho.
3. 3/4 share of all produce held by the Tolbert Agents partnership.
4. All Idaho farm produce held by Helen E. Tolbert.
5. Other contributions.
(a) \$170.00 cash