

CERTIFICATE OF LIMITED PARTNERSHIP

HAROLDSEN EGG LIMITED PARTNERSHIP

RECEIVED
SEC. OF STATE

STATE OF IDAHO

County of Madison

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The undersigned, being duly sworn deposes and says that:

1. NAME.

The name of this Limited Partnership shall be the
HAROLDSEN EGG LIMITED PARTNERSHIP.

2. CHARACTER OF BUSINESS.

This Limited Partnership has been formed for the purpose of owning and operating an egg farm and poultry business and to make loans to general or limited partners, and to acquire, hold, operate, and dispose of any property whenever necessary or appropriate to the carrying out of its function, and to exercise such incidental powers as may reasonably be necessary to carry on the business for which the partnership is organized.

3. REGISTERED AGENT.

The Registered Agent for this Limited Partnership is
RON HAROLDSEN, residing at 1667 West 3000 South, Rexburg, Madison
County, Idaho.

4. PRINCIPAL PLACE OF BUSINESS.

The location of the principal place of business of
this Limited Partnership shall be Madison County, Idaho.

5. NAMES AND PLACES OF RESIDENCE OF GENERAL PARTNERS
HEREIN.

<u>NAME</u>	<u>ADDRESS</u>
RON HAROLDSEN	1667 W. 3000 S., Rexburg, Idaho

6. NAMES AND PLACES OF RESIDENCE OF LIMITED PARTNERS ARE:

<u>NAME</u>	<u>ADDRESS</u>
NORMAN HAROLDSEN	1843 W. 3000 S., Rexburg, Idaho

7. TERM OF THE PARTNERSHIP.

The Limited Partnership shall continue until dissolved
pursuant to Paragraph 35 of the Articles of Limited Partnership and
the terms of the partnership shall be in existence until
termination.

8. CONTRIBUTIONS OF LIMITED PARTNERSHIP.

The Limited Partners have contributed the following amounts to the Limited Partnership:

RON HAROLDSEN	\$ 25,000.00	10%
NORMAN HAROLDSEN	\$225,000.00	90%

9. ADDITIONAL CONTRIBUTIONS.

The Limited Partners shall not be called upon to make additional contributions to the partnership. In the event the General Partners under the authority invested in them by the partnership agreement and this partnership certificate decide to issue additional partnership interests, the Limited Partners shall have the right to purchase said additional partnership interests before they are sold to the general public.

10. RETURN OF CONTRIBUTIONS.

Limited Partners' contributions and distributions shall be returned upon the termination of the partnership or under the authority vested in them by the partnership agreement, offer for sale their interest to the partnership or the partners individually before they would be sold to an outside party. Any Partner shall have a right to receive distributions from the Limited Partnership at least annually.

11. SHARE PROFITS BY LIMITED PARTNERS.

The Limited Partners shall share in profits in accordance with the percentage set forth and their names below:

RON HAROLDSEN	10%
NORMAN HAROLDSEN	90%

12. RIGHT TO SELL OR ASSIGN.

The Limited Partners shall have the right to transfer their interest by first offering for sale their interest to the partnership and then to the individual general partners and, if they do not exercise, then the Limited Partner may sell to an outside party.

13. ADDITIONAL LIMITED PARTNERS.

Additional Limited Partners may be admitted to the partnership upon the written consent of all the general partners.

14. PRIORITY BETWEEN LIMITED PARTNERS.

There shall be no priority as to the distribution of income or the return of capital between the Limited Partners.

15. DEATH OF A GENERAL PARTNER.

In the event of the death of a General Partner, the remaining General Partners may, at their election, continue the business of the partnership. If the remaining General Partners elect to continue the business of the Limited Partnership, the estate of such deceased General Partner shall sell such general partnership to the partnership at a price and on the terms provided in the "Purchase and Sale Agreement."

16. PROPERTY OTHER THAN MONEY.

In the event that any partner shall be entitled to a return of his contribution, if it has been made in other than cash, said partner shall be entitled to receive only the cash value of his contribution.


RON HAROLDSSEN

GENERAL PARTNER


NORMAN HAROLDSSEN

LIMITED PARTNER