

RECEIVED  
SEC. OF STATE  
88 FEB 25 AM 8 59  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
GOLDEN GRAIN FARMS LIMITED PARTNERSHIP

88 JUN 4 PM 9 49  
RECEIVED  
SEC. OF STATE

STATE OF IDAHO )  
County of Caribou ) ss.  
)

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 Golden Grain Farms Limited Partnership.

2. The general nature of the partnership business shall be:

(a) Farms and Ranches. To do all things reasonable and proper in the operations, acquisition and sale of farms and ranches.

(b) To Transact other Business. To transact any and all other businesses for which limited partnerships may be formed under the laws of Idaho.

(c) To Act on own Account or for Others. To accomplish any of the foregoing purposes for its own account or as nominee, agent or trustee for other individuals, partnerships, corporations or other entities.

3. The principal place of business of the partnership is Caribou County, Idaho.

4. The names and addresses of each general and limited partners are follows:

GENERAL PARTNERS

PLACE OF RESIDENCE

Milton L. Gilbert

Bancroft, Idaho 83217

Monte K. Yost

Bancroft, Idaho 83217

Tyra C. Gilbert

Bancroft, Idaho 83217

4.5 The Registered Agent shall be Monte K. Yost, whose mailing address is P.O. Box 171, Bancroft, Idaho 83217 and whose physical address is North of Bancroft, Idaho 83217.

LIMITED PARTNERSPLACE OF RESIDENCE

Milton L. Gilbert

Bancroft, Idaho 83217

Tyra C. Gilbert

Bancroft, Idaho 83217

Monte K. Yost

Bancroft, Idaho 83217

Shawna G. Yost

Bancroft, Idaho 83217

Lyle C. Gilbert

936 West Rialto  
Clovis, California 96362

Craig C. Gilbert

3117 Brent Creek Drive  
Woodward, Oklahoma 73801

5. The term of the partnership commences on the first day of January, 1986 and shall continue indefinitely until terminated in the manner provided in the articles of Partnership.

6. A description of the original capital contributions of each partner is as follows:

<u>General Partners</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>
Milton L. Gilbert	50	5%	\$ 16,000.00
Tyra C. Gilbert	50	5%	16,000.00
Monte K. Yost	50	5%	16,000.00

<u>General Partners</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>
Milton L. Gilbert	250	25%	\$ 80,000.00
Tyra C. Gilbert	250	25%	80,000.00
Monte K. Yost	106	10.60%	33,920.00
Shawna G. Yost	155.2	15.50%	49,600.00
Lyle C. Gilbert	44.5	4.45%	14,240.00
Craig C. Gilbert	44.5	4.45%	14,240.00

7. There is no agreement concerning the making of additional contributions by any limited partner, nor is there any agreement concerning the time when the contribution of any limited partner is to be returned.

8. The share of profits in the partnership business which each partner shall receive by reason of his contribution of capital is in proportion to their partnership units, both limited and general.

9. A limited partner may not assign, encumber, give, pledge, transfer, devise, bequeath, or in any manner whatsoever dispose of all or any part of a partnership interest without complying with the terms of the partnership Buy-Out Agreement.

10. Additional limited partners may be admitted only upon the consent of all of the general partners.

11. There are no priorities between the limited partners as to contributions or as to compensation by way of income.

12. In the event of the death, retirement or withdrawal of any general partner, the partnership shall be dissolved, but the remaining partners shall have the right to continue the partnership business by purchasing the deceased partner's interest as provided in the Buy-Out Agreement unless the partnership is reformed as provided in the partnership agreement.

Dated this 1 day of December, 1986, at Pocatello, Idaho.

DATED: 1 December 1986

Milton L. Gilbert  
Milton L. Gilbert

DATED: Dec. 1, '86

Monte K. Yost  
Monte K. Yost

GENERAL PARTNERS

DATED: 1 December 1986

Milton L. Gilbert  
Milton L. Gilbert

DATED: 1 December 1986

Tyra C. Gilbert  
Tyra C. Gilbert

DATED: Dec. 1, '86

Monte K. Yost  
Monte K. Yost

DATED: Dec. 1, 1986

Shauna G. Yost  
Shauna G. Yost

DATED: Dec. 6, 1986

Lyle C. Gilbert  
Lyle C. Gilbert

DATED: Dec. 11, 1986

Craig C. Gilbert  
Craig C. Gilbert

RECEIVED  
SEC. OF STATE

88 FEB 25 AM 8 59

February 13, 1988

Sally Clark  
Secretary of State  
Room 203, State House  
State of Idaho  
Boise, Idaho 83720

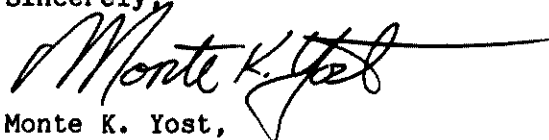
RE: Golden Grain Farms  
Limited, Partnership

Dear Ms. Clark,

As a corporate officer in Golden Grain Farms, Inc., I hereby consent to the use of the name Golden Grains Farms Limited, Partnership.

It is our intent to cease the use of the corporate business form and do business as a limited partnership.

Sincerely,



Monte K. Yost,  
Secretary - Golden Grain Farms, Inc.