

CERTIFICATE OF LIMITED PARTNERSHIP

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THE STALLINGS FAMILY LIMITED PARTNERSHIP

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ARTICLE I. FORMATION OF LIMITED PARTNERSHIP

Section 1.1 Agreement. The parties agree to the terms of this certificate, form a Limited Partnership pursuant hereto and under the provisions of the Idaho Uniform Limited Partnership Law, Title 53, Chapter 2, Idaho Code, and certify to the formation of the Limited Partnership.

ARTICLE II. NAME, CHARACTER OF BUSINESS, LOCATION AND TERM

Section 2.1 Name. The name of the Limited Partnership is: THE STALLINGS FAMILY LIMITED PARTNERSHIP.

Section 2.2 Character of Business. The character of the business of the Limited Partnership is:

Ranching, livestock raising, farming, dealing in real and personal property.

Section 2.3 Principal Place of Business. The principal place of business of the partnership has the following location and post office address:

Route 3 Box 204, Rupert, Idaho 83350

Section 2.4 Other Place of Business. The address of each other place of business of the partnership:

None

Section 2.5 Term. The partnership commenced on the 1st day of April, 1981, and shall continue until terminated as hereinafter provided.

ARTICLE III. PARTNERS, CONTRIBUTION, UNITS,  
WITHDRAWALS AND LOANS

Section 3.1 General Partners. The name and residence of each general partner, the amount of cash and a description and agreed value of other property contributed by each, and the class and number of units of each in the Limited Partnership are as follows:

Name and Residence	Contribution Item Amount	Class & Number
Sherril L. Stallings	47.22% interest in real	Fixed 900
Route 3 Box 204	estate and machinery in	Growth 1650
Rupert, ID 83350	Minidoka County, ID \$255,000.00	

Shirley P. Stallings	47.22% interest in real	Fixed 900
Route 3 Box 204	estate and machinery in	Growth 1650
Rupert, ID 83350	Minidoka County, Idaho	\$255,000.00

Section 3.2 Limited Partner. The name and residence of each limited partner, the amount of cash, and a description and agreed value of other property contributed by each, and the class and number of units of each in the Limited Partnership are as follows:

<u>Name and Residence</u>	<u>Item</u>	<u>Contribution Amount</u>	<u>Class &amp; Number</u>
Melanie McBride	1.112% interest in real estate and machinery in Minidoka County, Idaho	\$6,000.00	Growth 60
Kent P. Stallings	1.112% interest in real estate and machinery in Minidoka County, Idaho	\$6,000.00	Growth 60
Tammy S. Hatch	1.112% interest in real property and machinery in Minidoka County, Idaho	\$6,000.00	Growth 60
Laurie S. Suchan	1.112% interest in real estate and machinery in Minidoka County, Idaho	\$6,000.00	Growth 60
Sherril L. Stallings and Shirley P. Stallings, as Trustees in Trust for: Lisa Stallings	1.112% interest in real property and machinery in Minidoka County, Idaho	\$6,000.00	Growth 60

SHERRIL L. STALLINGS and SHIRLEY P. STALLINGS do hereby give and grant to each of the above donees the sixty growth units above described representing the 1.112% interest in the described real and personal property, which has this day been deeded or conveyed by Bill of Sale by Sherril L. Stallings and Shirley P. Stallings to this Limited Partnership.

Section 3.3 Additional Contributions. It is covenanted and agreed that additional contributions shall be made to the Limited Partnership as follows:

None required by this agreement.

Section 3.4 Return of Contributions. It is covenanted and agreed that the Limited Partnership shall return and the limited partners shall withdraw, capital contributions as follows:

None required by this clause.

Section 3.5 Loans by Partners. Any partner with consent of the partnership may loan money to the partnership, from time to time, with the amount, interest, terms, and repayment to be evidenced by a written note or agreement.

Section 3.6 Transfers of Units to Partnership. Each partner has the right to assign any unit or units of partnership interest to any other partner, limited or general, of the partnership. No consent of the general partners and no amendment of this agreement shall be required for any such transfer; however, notice in writing of the transfer must be given to the partnership by personal delivery to any general partner or by mailing the same to the mailing address for the partnership. Transferee partner becomes, for all purposes, a substituted general or limited partner, as the case may be, as to the transferred unit or units.

Section 3.7 Spouses of Partners. The following is a schedule showing the spouse of each married partner, who is also a named partner herein, and describing the nature of the partnership interest as to whether it is the separate property of the partner or community property of the partner and spouse.

<u>Partner</u>	<u>Spouse</u>	<u>Nature of Interest</u>
Sherril L. Stallings	Shirley P. Stallings	Community
Shirley P. Stallings	Sherril L. Stallings	Community
Melanie S. McBride	James Lee McBride	Separate
Kent P. Stallings		Separate
Tammy S. Hatch	Jerry Lynn Hatch	Separate
Laurie S. Suchan	Mark William Suchan	Separate

#### ARTICLE IV. CLASSIFICATION & DISTRIBUTION OF UNITS

Section 4.1 Total Units. The partnership capital interests are divided and the separate units are classified as

provided in this article. The total outstanding units and the unit name are as follows:

<u>Unit Names</u>	<u>Number of Units</u>
Fixed units	1800
Growth units	3600

Section 4.2 Fixed Units. Fixed units have a stated value of \$100.00 each. Upon dissolution, withdrawal, return of contribution or liquidation, the stated value only, plus any unpaid share of profits due on fixed units, shall be distributed in cash to the holder of each fixed unit. Upon liquidation the stated value, plus the share of unpaid profits, shall be paid as to each fixed unit outstanding before any return is made as to growth units; if there be not sufficient capital to return stated value, plus any unpaid profits, as to each fixed unit, the capital available shall be returned prorata to the fixed units with no distribution to growth units.

As to profits, there shall be allocated each fiscal year to fixed units profits, if any, equivalent to six per cent of the stated value of each unit; if profits are not sufficient to allocate that percentage for a fiscal year, the profit shall be allocated prorata among fixed units. No losses shall be allocated against fixed units. Any additional profits, or any losses, in a fiscal year shall be allocated prorata to growth units. Profits allocated to fixed units for each fiscal year shall be distributed in cash to the holders of those units promptly after determination of the amount thereof, except as to amounts which are necessary to be retained for the reasonable needs of the business.

The general partners shall have the right to determine, by unanimous vote, the reasonable needs of the business as justifying not distributing part or all of the earnings, but notice in writing of such determination, with the reasons therefor, must be given to each partner, limited and general, within ten days after the determination.

**Section 4.3 Growth Units.** Growth units do not have fixed or stated value, although at the time of formation of the partnership each growth unit has the same fair market value as each fixed unit. Upon dissolution, withdrawal, return of contribution or liquidation, growth units are entitled to a pro-rata share of cash to be distributed after allowance for the stated value, and any unpaid profits, due as to all fixed units.

Growth units are entitled to be allocated a prorata share of profits earned annually after allowance for the specified rate to fixed units. Annual earnings on growth units shall be distributed in cash to the holders of those units promptly after determination of the amount thereof, except as to amounts which are necessary to be retained for the reasonable needs of the business. Reasonable needs of business shall be determined by unanimous vote of the general partners, but written notice thereof shall be promptly given to each partner, limited and general, with the reasons therefor.

In the event that earnings for any fiscal year are to be retained in part for the needs of the business, then the part to be distributed shall be distributed among holders of fixed units and growth units as follows:

If there be enough distributable earnings to distribute the stated amount to each fixed unit and at least an equal amount to each growth unit, then the stated amount shall go to fixed units and equal distribution in cash shall be made to growth units; if there be not enough earnings for distribution as above, and if earnings allocated to growth shares were at least equal to the stated amount for fixed shares, then earnings in cash shall be distributed prorata to the holders of all fixed and growth units; if earnings allocated to the growth units were less than the stated amount due on fixed units, then prorata distribution to all units in proportion to the reduced earnings as to growth units. In the event of a loss in any fiscal year, that loss shall be allocated solely to growth units.

## ARTICLE V. MANAGEMENT

Section 5.1 General Partners. The general partners shall have equal rights in the management of the partnership business. Each general partner shall devote such time as is necessary to the conduct of the partnership business.

Section 5.2 Limitations on General Partners. No general partner shall, without unanimous consent of all general partners:

- a. Borrow or lend money on behalf of the partnership.
- b. Sell, assign or pledge his interest in the partnership.
- c. Execute any deed, security agreement, mortgage, deed of trust, bond, guaranty, surety agreement, lease, contract of sale of real estate, contract of sale of other property out of the ordinary course of business, confession of judgment, or assignment for the benefit of creditors.
- d. Assign, transfer, pledge, compromise, or release any of the claims of or debts due the partnership except upon payment in full, or arbitrate or consent to arbitration of any of the disputes or controversies of the partnership.

Section 5.3 Limited Partners. The limited partners shall take no part in the conduct or control of the partnership business and shall have no right or authority to act for or bind the partnership.

## ARTICLE VI. DISSOLUTION; CONTINUANCE OF BUSINESS

Section 6.1 Retirement. Any general partner shall have the right to retire from the partnership at the end of any partnership fiscal year. Written notice of intention to retire shall be served on each other general partner at the office of the partnership at least three months before the end of such fiscal year.

Section 6.2 Dissolution. Retirement, death, bankruptcy, or insanity of a general partner shall work an immediate dissolution of the partnership. The partnership shall be

dissolved upon written demand of any general partner. Upon dissolution of the partnership for any of the above reasons, or for any reason provided by law, and unless the business is continued as provided in Section 6.3 hereof, any remaining general partner shall proceed with reasonable promptness to liquidate and terminate the partnership business, settle its accounts, and wind up its affairs as provided by law.

Section 6.3 Continuance of Business. In the event of dissolution of the partnership any remaining general partners, or any one remaining general partner, shall have the right to continue the partnership business under its present name, either alone or in conjunction with any other person, but he (or they) must pay to or on behalf of each general partner not continuing, the value of his interest in the partnership, which value shall be the sum of:

- a. His capital account, adjusted as hereinafter provided to reflect current value.
- b. His income account.
- c. Any earned and unpaid salary due him.
- d. Any unpaid loan due him.
- e. His share of accrued net profit (or deduction for accrued net loss).

To continue the business, notice of election thereof must be given to all interested parties in writing within thirty days of the date of dissolution; otherwise the business shall be liquidated. In the event more than one partner desires to continue the business, but cannot agree to continue together, then the partnership shall be liquidated.

Section 6.4 Valuation of Assets. In determining the amount of the capital account of a partner, for continuance of the business, fixed units owned by a partner shall be valued at stated value plus any unpaid share of profit. If growth units are owned, then the value of the assets of the partnership shall be adjusted to reflect the then current market value, in accordance with the following rules:

a. Real estate shall be valued at its current fair market value.

b. All livestock, all crops on hand, and growing crops, and machinery and equipment shall be valued at fair market value.

c. Accounts receivable shall be discounted to an appraised value.

d. No value shall be placed upon good will.

Section 6.5 Disputes. In the event of any dispute as to the value of a partnership interest, in the event of an election for continuance of the business, then the continuing partner or partners shall appoint an appraiser, the retiring partner or partners (or representative thereof) shall appoint an appraiser, the two appraisers shall jointly appoint a third appraiser, and the three appraisers shall determine, in compliance with this agreement, and by majority vote, the value of the partnership interest being retired, which determination shall bind all parties.

Section 6.6 Payment of Determined Value. In the event of continuance of the business, after dissolution, the determined value of the interest of a partner not continuing shall be paid with accrued interest on the unpaid balance at six per cent per annum from date of dissolution, one-sixth thereof plus interest paid down within thirty days of the date of determination of value, and the balance shall be payable in five equal annual installments of principal, plus interest. The determined value shall be the joint and several obligation of each continuing general partner and of any new general partner in the business, all of whom, as a condition of continuing the partnership, must execute and deliver a promissory note for the price payable to the party entitled thereto and on a form approved by that party.

Section 6.7 Life insurance. The general partners may determine that there shall be life insurance upon the life



of each general partner, with the other general partners as owners, premium payers, and beneficiaries. The partnership as such shall have no right of ownership in and to any such policy, and in the event of the death of a general partner, the proceeds of the policy shall not be taken into account as an asset of the partnership. However, in the event of the death of a general partner, the remaining general partners, if continuing the business, shall apply and pay directly to the spouse or legal representative of the deceased general partner the lesser of (a) the value of the deceased partner's interest in the partnership or (b) the full proceeds of the policy. If the proceeds of the insurance are greater than the value of the deceased partner's interest, or if the business is not continued, the the remaining partners as owners of the policy may retain the balance of the policy proceeds. In the event a general partner died with such a policy in force, owned by the remaining general partners, and the remaining general partners survive for a period of at least sixty days, then the remaining general partners shall purchase the deceased partner's interest in the partnership as provided in this Article.

Section 6.8 Death of a Limited Partner. The death of a limited partner shall not terminate the partnership business, but the interest of the deceased partner shall pass in accordance with the provisions of Article VII of this agreement.

Section 6.9 New General Partner. In the event of dissolution of the partnership with no general partner electing to continue the partnership business, any one or more limited partner may elect by notice in writing to all interested parties, within sixty days after dissolution, to become substituted general partner or partners and to continue the business by paying to each general partner and to each limited partner who requests in writing (within fifteen days) withdrawal of his partnership interest, the value of the interest of each partner not continuing or withdrawing. Value shall be determined and

paid as in Section 7.4 and 7.5 hereof. Payment shall also be the joint and several obligation, in writing, of continuing general partner. If more than one limited partner elects to be a new general partner, but not together, the partnership shall be liquidated.

ARTICLE VII. ASSIGNMENT; SUBSTITUTION; WITHDRAWAL

Section 7.1 Right to Assign. Any limited partner shall have the right to assign his interest in the partnership upon thirty day's written notice delivered to a general partner at the principal office of the partnership. Any such assignment shall be effective only to give the assignee the right to receive a share of profits to which his assignor would otherwise be entitled, and shall not give the assignee the right to become a substituted limited partner.

Section 7.2 Substitution. Only with unanimous consent in writing of all general partners may a limited partner substitute an assignee as a new limited partner in his place, either in whole or in part.

Section 7.3 Required Redemption. In the event that (1) the general partner shall refuse or fail to consent to substitute a transferee as a new limited partner in place of an assigning limited partner, in whole or in part, or (2) a limited partner shall give three months' advance notice of an intent to withdraw his partnership interest as of a designated date which must be the nearest fiscal year end to the date of the notice, then, in either event, upon written demand of that limited partner for withdrawal of his partnership interest, the partnership shall retire and redeem that partnership interest at the fair market value as of the nearest fiscal year end as provided in Section 7.4, 7.5 and 7.6 hereof.

Section 7.4 Value of a Withdrawn Interest. Value of a withdrawn interest shall be determined as of the applicable fiscal year end as follows:

Fixed units shall be valued at stated value plus any earned, but unpaid, share of profits.

Growth units shall be valued at fair market value, which shall require a valuation of assets, to bring those assets to current market value, as provided in Section 6.4 hereof. A partnership balance sheet shall be prepared, by an independent public accountant, with current value of assets; the net worth of the partnership shall first be allocated to fixed units and the remaining net worth shall be allocated prorata to growth units. That allocated value, plus any earned, but unpaid, share of profits, shall be the value of each growth unit. Any disputes as to the value shall be arbitrated as provided in Section 6.5.

Section 7.5 Withdrawal Payment. The redemption price for a withdrawn partnership interest shall be payable, with accruing interest on the unpaid balance at six per cent per annum, from the valuation date until paid, with one-sixth of the value plus accrued interest to be paid thirty days after the value is determined and with a like payment of principal plus interest to be paid on the same day of each year thereafter until paid in full. The price shall be evidenced by a written promissory note and shall be a debt of the partnership.

Section 7.6 Optional Dissolution. Upon any demand for withdrawal by one or more limited partners, the general partners may elect by notice in writing to all partners, limited and general, to dissolve and liquidate the partnership, rather than redeem the interest of each withdrawing limited partner, and in that event, the general partnership shall proceed promptly to an orderly liquidation of the partnership.

#### ARTICLE VIII. ADMINISTRATIVE PROVISIONS

Section 8.1 Books of Account. Adequate books of account shall be kept at all times under supervision of a general partner designated by the general partners. Such books shall be open to inspection by any partner, or his accredited representative, at any reasonable time. The books of account shall be examined and reviewed at the close of each fiscal year

by an independent public accountant designated by the partnership, and he shall make a report thereon.

**Section 8.2 Fiscal Year.**

The fiscal year of the partnership shall be the calendar year from January 1 to December 31 in each year.

**Section 8.3 Banking.** All funds of the partnership are to be deposited in its name in such checking account or accounts as shall be determined by the general partners.

**Section 8.4 Salaries.** Any general partner may be paid a salary or management fee for services rendered to the partnership. No salary or management fee shall be paid that is not fair and reasonable, and that is not unanimously approved by all general partners. Notice of an intended salary or management fee (or any change thereof after such salary or fee be once determined) must be given in writing to each limited partner with an explanation for the basis of establishing the salary or fee. If any limited partner objects to the salary or fee as being unfair or unreasonable, then the determination of a reasonable salary or fee shall be made by arbitration. The general partners shall appoint an arbitrator, the limited partners shall appoint an arbitrator by majority vote of all units held by the limited partners, and the two arbitrators shall jointly appoint a third arbitrator, and the three arbitrators shall determine by majority vote the reasonable fee or salary to be allowed.

If the arbitrators approve the fee or salary previously set by the general partners, then the limited partner requesting the arbitration shall pay the fee of the arbitrators. If the arbitrators reduce that fee or salary, then the general partners shall pay the fee of the arbitrators.

**Section 8.5 Further Instruments.** Each party hereto shall execute such further instruments and shall perform such additional acts as are necessary to effectuate this partnership and to carry on its business.

Section 8.6. Limited Liability. No limited partner shall be liable for any debts and obligations of the partnership whatsoever. The risk of each limited partner in the partnership is strictly restricted to the contributions of the limited partner to the partnership as recited herein.

Section 8.7. Amendments. This agreement of limited partnership may only be amended by a new agreement duly executed and sworn to by all general and limited partners and properly recorded as required by law.

#### ARTICLE IX. SPECIAL POWER OF ATTORNEY

Each of the undersigned partners hereby constitutes and appoints the General Partners, Sherril L. Stallings and Shirley P. Stallings, or the survivor thereof, as his true and lawful attorney and empowers him to act for and in the place, name, and stead of the undersigned in executing the Agreement of Limited Partnership. Said General Partners are further authorized to execute and record any amendments of said Agreement of Limited Partnership which may be required by law as a result of a change in membership of said Limited Partnership, a change in the number of units owned by said partners, or as a result of any other occurrence.

#### ARTICLE X. REGISTERED AGENT

The initial registered agent for said Limited Partnership shall be Ray C. Condie whose address is 506 6th Street, Rupert, Idaho 83350.

IN WITNESS WHEREOF, the parties have executed this agreement and each part hereto, being first duly sworn, verifies the truth of each statement in the foregoing certificate of limited partnership this 31st day of March, 1986.

"GENERAL PARTNERS"

Sherril L. Stallings  
Sherril L. Stallings

Shirley P. Stallings  
Shirley P. Stallings

"LIMITED PARTNERS"

Melani McBride  
Melani McBride

Kent P. Stallings  
Kent P. Stallings

Tammy S. Hatch  
Tammy S. Hatch

Laurie S. Suchan  
Laurie S. Suchan

Sherril L. Stallings Shirley P. Stallings  
Sherril L. Stallings and Shirley P. Stallings, as Trustees in  
Trust for Lisa Stallings

STATE OF IDAHO )  
 ) ss.  
County of Minidoka )

On this 31st day of March, 1986,  
before me, the undersigned Notary Public in and for said  
State, personally appeared Sherril L. Stallings and Shirley P.  
Stallings, known to me to be the persons whose names are  
subscribed to the within instrument and acknowledged to  
me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal, the day and year in this certifi-  
cate first above written.

(SEAL)

Saura Madden  
Notary Public for Idaho  
Residing at Heyburn

STATE OF IDAHO )  
 ) ss.  
County of Minidoka )

On this 31st day of March, 1986,  
before me, the undersigned Notary Public in and for said  
State, personally appeared Melanie McBride, Kent P. Stallings,  
Tammy S. Hatch and Laurie S. Suchan, known to me to be the  
persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official seal, the day and year in this certifi-  
cate first above written.

(SEAL)

Saura Madden  
Notary Public for Idaho  
Residing at Heyburn

STATE OF IDAHO )  
 ) ss.  
County of Minidoka )

On this 31st day of March, 1986,  
before me, the undersigned Notary Public in and for said

State, personally appeared Sherril L. Stallings and Shirley P. Stallings, known to me to be the persons whose names are subscribed to the within instrument as Trustees in Trust for Lisa Stallings, and acknowledged to me that they executed the said instrument as such Trustees in Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL)

*Saura Madden*  
Notary Public for Idaho  
Residing at *Heyburn*