CERTIFICATE OF LIMITED PARTNERSHIP OF

OF THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP B An Idaho partnership

The parties hereto do hereby certify that an Agreement was made effective the $\underline{15}$ day of $\underline{Oxtoher}$, 19<u>82</u>, at Salt Lake City, Utah, by the following, herein called "General Partners":

Lloyd Stolworthy

Lucille Stolworthy

and by the following, herein called "Limited Partners":

Lloyd Stolworthy

Lucille Stolworthy

Karen Stolworthy

Karen Stolworthy as Custodian for:

Larry L. Newman

Carolyn Newman

Janet Newman

Kathleen L. Layne

Kathleen L. Layne as Custodian for:

Nicole Layne

Janet Layne

Jay L. Stolworthy

Merilynn Stolworthy

Jay L. Stolworthy as Custodian for:

Melissa Stolworthy

Lloyd Don Stolworthy

Jason Stolworthy

Amanda Stolworthy

Andrew Stolworthy

David Edward Stolworthy

Brenda Kay Stolworthy

David Edward Stolworthy as Custodian for:

Theresa Stolworthy

Nancy Stolworthy

David Willard Stolworthy

<u>W I T N E S S E T H</u>:

The parties hereto on the date described above formed a Limited Partnership pursuant to the provisions of Section 53-208 of the Limited Partnership Act, Idaho Code Annotated, 1947, and sign and swear to this certificate as required by Idaho Code Annotated, Section 53-208(a).

1. <u>NAME</u>: The name of this Limited Partnership is The Lloyd Stolworthy Family Limited Partnership B.

2. <u>BUSINESS</u>: The general character of the partnership business shall be to hold, develop, and lease real estate, and conduct a general business as thereto related.

3. <u>PRINCIPAL PLACE OF BUSINESS</u>: The location of the principal place of business of the partnership is Idaho Falls, Idaho.

4. <u>REGISTERED AGENT</u>: The registered agent for service for this Limited Partnership is Lloyd Stolworthy of 182 Hartert Drive, Idaho Falls, Idaho.

5. <u>THE PARTNERS</u>: The registered agent for service of process for this Limited Partnership is as follows: The Lloyd Stolworthy Family Limited Partnership B, Idaho Falls, Idaho.

GENERAL PARTNERS	PLACE OF RESIDENCE
Lloyd Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Lucille Stolworthy	182 Hartert Drive Idaho Falls, Idaho
LIMITED PARTNERS	PLACE OF RESIDENCE
Lloyd Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Lucille Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Karen Stolworthy	7743 Iron Court Boise, Idaho
Kathleen L. Layne	7743 Iron Court Boise, Idaho
Nicole Layne	7743 Iron Court Boise, Idaho
Janet Layne	7743 Iron Court Boise, Idaho
Larry L. Newman	7743 Iron Court Boise, Idaho
Carolyn Newman	7743 Iron Court Boise, Idaho

Janet Newman	7743 Iron Court Boise, Idaho
Jay L. Stolworthy	870 South Park Shelley, Idaho
Merilynn Stolworthy	870 South Park Shelley, Idaho
Melissa Stolworthy	870 South Park Shelley, Idaho
Lloyd Don Stolworthy	870 South Park Shelley, Idaho
Jason Stolworthy	870 South Park Shelley, Idaho
Amanda Stolworthy	870 South Park Shelley, Idaho
Andrew Stolworthy	870 South Park Shelley, Idaho
David Edward Stolworthy	Box 342 Shelley, Idaho
Brenda Kay Stolworthy	Box 342 Shelley, Idaho
Theresa Stolworthy	Box 342 Shelley, Idaho
Nancy Stolworthy	Box 342 Shelley, Idaho
David Willard Stolworthy	Box 342 Shelley, Idaho

6. <u>TERM</u>: The partnership shall begin on the 15^{-} day of <u>Other</u>, 19<u>82</u>, and shall continue for twentyfive (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto, or unless extended by a majority agreement of the partners.

7. <u>ADDITIONAL CONTRIBUTIONS</u>: No additional contributions of the Limited Partners have been agreed upon.

8. <u>RETURN OF CONTRIBUTIONS</u>: No time has been agreed upon for the return of any contribution by any Limited Partner.

9. <u>PROFITS</u>: All annual net profits of the partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts.

10. <u>ASSIGNMENTS</u>: A Limited Partner shall have the right to sell his interest in the partnership acting through the guardian, but only after such Limited Partner gives to the partnership a thirty-day opportunity to purchase such interest, as explained in detail by the partnership agreement.

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11. <u>ADDITIONAL LIMITED PARTNERS</u>: The General Partner may admit additional limited partners.

12. <u>PRIORITY AMONG LIMITED PARTNERS</u>: There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. <u>CONTINUANCE OF BUSINESS</u>: Upon the death, retirement or insanity of the surviving General Partner, the partnership shall dissolve unless continued by the remaining partners and selecting when necessary a new general partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners, holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners, may elect to continue the partnership by selecting a new general Partner.

14. <u>PROPERTY OTHER THAN CASH</u>: A Limited Partner may not demand property other than cash in return for his contributions.

GENERAL PARTNERS

LLOYD STOLWORTHY

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LUCILLE STOLWORTHY

LIMITED PARTNERS

LLOYD STOLWORTHY

LUCILLE STOLWORTHY

KAREN STOLWORTHY

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KAREN STOLWORTHY AS OFSTODIAN FOR

LARRY L. NEWMAN CAROLYN NEWMAN JANET NEWMAN

KATHLEEN L. LAYNE

KATHLEEN L. LAYNE AS CUSTODIAN FOR

NICOLE LAYNE JANET LAYNE

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AY L. STOLWORTHY AS CUSTODIAN FOR

MELISSA STOLWORTHY LLOYD DON STOLWORTHY JASON STOLWORTHY AMANDA STOLWORTHY ANDREW STOLWORTHY

DAVID EDWARD STOLWORTHY

BRÉNDA STOLWORTHY KAY

DAVID EDWARD STOLWORTHY AS CUSTODIAN FOR

THERESA STOLWORTHY NANCY STOLWORTHY DAVID WILLARD STOLWORTHY