

CERTIFICATE OF FAMILY LIMITED PARTNERSHIP  
OF  
HEPWORTH FAMILY LIMITED PARTNERSHIP

SEP 21 8 37 AM '84  
SECRETARY OF STATE

STATE OF IDAHO        )  
                          ) ss.  
COUNTY OF CASSIA    )

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Idaho Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the partnership is HEPWORTH FAMILY LIMITED PARTNERSHIP.

2. The General nature of the partnership business is:

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

(b) To Carry on the Real Estate Business. To acquire by purchase, exchange, lease, hire or otherwise, real estate of every kind, character, and description whatever, wherever located, and interests of all kinds therein (i) to hold, own, develop, improve, manage, operate, let as lessor or sublessor, and mortgage such property, (ii) to sell and exchange such property and interest therein, (iii) to obtain, use, dispose of and deal in and with such property in every other manner, either alone or in conjunction with others, as partners, joint venturers or otherwise, and (iv) to carry on the business of managing agent, broker, finder, consultant and all other functions in connection therewith.

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

(d) 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.

(e) Registered Agent. The name and address of the agent for service of process upon the Partnership shall be Ronald M. Hepworth whose address is Rt. 2 Box 2206, Burley, Idaho 83318.

3. The principal place of business of the partnership is Rt. 2 Box 2206, Burley, Idaho 83318.

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

GENERAL PARTNERS

PLACE OF RESIDENCE

Ronald M. Hepworth

Rt. 2 Box 2206  
Burley, Idaho 83318

Lolita D. Hepworth

Rt. 2 Box 2206  
Burley, Idaho 83318

LIMITED PARTNERS

PLACE OF RESIDENCE

Ronald M. Hepworth

Rt. 2 Box 2206  
Burley, Idaho 83318

Lolita D. Hepworth

Rt. 2 Box 2206  
Burley, Idaho 83318

Steven F. Hepworth

Rt. 2 Box 2210  
Burley, Idaho 83318

F. Ardith Hepworth

Rt. 2 Box 2210  
Burley, Idaho 83318

5. The term of the partnership commences on the 6th day of September, 1984, and shall continue indefinitely until terminated in the manner provided in the Articles of Limited Partnership.

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

| <u>General Partners</u> | <u>Percent of Interest</u> | <u>Amount of Capital</u> |
|-------------------------|----------------------------|--------------------------|
| Ronald M. Hepworth      | 1.875%                     | \$1.875                  |
| Lolita D. Hepworth      | 1.875%                     | \$1.875                  |
| <u>Limited Partners</u> | <u>Percent of Interest</u> | <u>Amount of Capital</u> |
| Ronald M. Hepworth      | 35.625%                    | \$35.625                 |
| Lolita D. Hepworth      | 35.625%                    | \$35.625                 |
| Steven F. Hepworth      | 11.875%                    | \$11.875                 |
| F. Ardith Hepworth      | 11.875%                    | \$11.875                 |

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 limited partner shall receive by reason of his contribution of capital is as follows: fifty percent (50%) of the net profits of the partnership shall be divided among the Limited Partners in proportion to their percentage ownership of the capital of the partnership.

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 16<sup>th</sup> day of September, 1984, at Rt. 2 Box 2206, Burley, Idaho 83318.

GENERAL PARTNERS

Ronald M. Hepworth  
Ronald M. Hepworth

Lolita D. Hepworth  
Lolita D. Hepworth

LIMITED PARTNERS

Ronald M. Hepworth  
Ronald M. Hepworth

Lolita D. Hepworth  
Lolita D. Hepworth

Steven F. Hepworth  
Steven F. Hepworth

S. Ardith Hepworth  
S. Ardith Hepworth