

CERTIFICATE OF LIMITED PARTNERSHIP

J. D. CLAIBORN, EMILY CLAIBORN, JACK D. CLAIBORN, JR.,  
BRENT CLAIBORN, BRAD CLAIBORN, TODD CLAIBORN and STEPHANIE  
CLAI~~BORN~~<sup>JUL 19 1978</sup> CLAIBORN, do hereby certify that a Limited Partnership has  
been formed and make the following statements concerning  
the Limited Partnership:

1. The name of the partnership is "JACK D. CLAIBORN, JR.  
PARTNERSHIP".

2. The character of the business is to conduct a general  
farm and ranch operation and to engage in any and all other  
lawful activities permitted under the laws of the State of  
Idaho.

3. The location of the principal place of business is  
in Kimberly, Idaho.

4. The General Partners are:

J. D. Claiborn	644 Morrison Drive
	Twin Falls, Idaho 83301
Emily Claiborn	644 Morrison Drive
	Twin Falls, Idaho 83301
Jack D. Claiborn, Jr.	Box 110, Route #1
	Kimberly, Idaho 83341

5. The Limited Partners are:

J. D. Claiborn	644 Morrison Drive
	Twin Falls, Idaho 83301
Emily Claiborn	644 Morrison Drive
	Twin Falls, Idaho 83301
Brent Claiborn	Box 110, Route #1
	Kimberly, Idaho 83341
Brad Claiborn	Box 110, Route #1
	Kimberly, Idaho 83341
Todd Claiborn	Box 110, Route #1
	Kimberly, Idaho 83341
Stephanie Claiborn	Box 110, Route #1
	Kimberly, Idaho 83341

6. The term of the partnership is for one (1) year  
beginning on the 15<sup>th</sup> day of December, 1978, and thereafter  
from calendar year to calendar year until terminated, as pro-  
vided by law or as provided by the Articles of Limited Partner-  
ship.

7. J. D. Claiborn and Emily Claiborn as Limited Partners contributed an interest in real property being farm land with an agreed value of the contribution as Limited Partners as follows:

J. D. Claiborn	\$79,000.00
Emily Claiborn	\$79,000.00

Thereafter, J. D. Claiborn and Emily Claiborn each donated a 7% interest of their Limited Partnership interest to each of the following Limited Partners:

Brent Claiborn
Brad Claiborn
Todd Claiborn
Stephanie Claiborn

No additional contributions are required by any Limited Partner.

8. The share of profits of each Limited Partner due to his or her contribution or receiving the donation as aforesaid is as follows:

J. D. Claiborn	11½%
Emily Claiborn	11½%
Brent Claiborn	14%
Brad Claiborn	14%
Todd Claiborn	14%
Stephanie Claiborn	14%

9. The partnership may also pay each Limited Partner not more than a reasonable amount for all personal services actually rendered, if rendered at the direction of a General Partner.

10. No Limited Partner shall have the right to substitute an assignee as contributor in his or her place without the prior consent of the General Partners. Nevertheless, any Limited Partner may at any time assign part or all of his or her right to net profits or proceeds payable or distributable to him or her as a Limited Partner hereunder; provided, however, in the event a Limited Partner desires to sell part of his or her Partnership interest to a new or to an existing Limited Partner, he or she shall first offer to sell such interest pro rata to those Limited Partners who desire to acquire such Partnership interest, at the same price and on the same terms as any bona fide offer received by such Limited Partner from such proposed purchaser.

The General Partners may, without the consent of any Limited Partner, admit to the Partnership one or more Limited Partners, requiring each of the additional Limited Partners, as a condition of being admitted, to contribute to the capital of the partnership such amount of cash or other marketable properties as may be necessary to avoid diluting the interests of the existing Limited Partners.

11. Upon the death or incapacity of a General Partner, the surviving General Partners shall have the right to continue the business of the partnership.

Brent Claiborn  
Brent Claiborn

Brad Claiborn  
Brad Claiborn

Todd Claiborn  
Todd Claiborn

STATE OF IDAHO )  
: \$  
County of Twin Falls)

J. D. CLAIBORN, EMILY CLAIBORN, JACK D. CLAIBORN, JR., BRENT CLAIBORN, BRAD CLAIBORN, TODD CLAIBORN and STEPHANIE CLAIBORN, Being first duly sworn, depose and say:

That they have read the foregoing Certificate of Limited Partnership; and that they believe the contents thereof to be true to their best information and belief.

Brent Claiborn  
Brent Claiborn

Brad Claiborn  
Brad Claiborn

Todd Claiborn  
Todd Claiborn

Stephanie Claiborn  
Stephanie Claiborn

SUBSCRIBED AND SWORN To before me this 21<sup>st</sup> day of December, 1978.

Edward W. Dink  
Notary Public in and for said  
County and State

STATE OF IDAHO  
COUNTY OF TWIN FALLS } ss.  
I HEREBY CERTIFY THE FOREGOING TO BE  
FULL, TRUE AND CORRECT COPY OF THE  
ORIGINAL RECORDED IN BOOK 3 of  
MISCELLANEOUS AT PAGE 3125

RICHARD A. DENCE  
EX-OFFICIO RECORDER

Janet Brown