

CERTIFICATE OF FAMILY LIMITED PARTNERSHIP RECEIVED
OF SEC. OF STATE

ANGUS FARMS LIMITED PARTNERSHIP 87 NOV 25 AM 9 02

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 Angus Farms 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 J. Reid Angus whose address is HC 72, Box 2224, Malta, Idaho 83342.

3. The principal place of business of the partnership is HC 72, Box 2224, Malta, Idaho 83342.

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

<u>GENERAL PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
J. Reid Angus	72 HC Box 2224 Malta, Idaho 83342
Iris N. Angus	72 HC Box 2224 Malta, Idaho 83342
<u>LIMITED PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
J. Reid Angus	72 HC Box 2224 Malta, Idaho 83342
Iris N. Angus	72 HC Box 2224 Malta, Idaho 83342

5. The term of the partnership commences on the 20th day of Nov., 1987, 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>Amount of Capital</u>	<u>Percent of Interest</u>
J. Reid Angus	\$ 2.50	2.5%
Iris N. Angus	\$ 2.50	2.5%
<u>Limited Partners</u>	<u>Amount of Capital</u>	<u>Percent of Interest</u>
J. Reid Angus	\$47.50	47.5%
Iris N. Angus	\$47.50	47.5%

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: Ninety percent (90%) 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 26 day of Nov, 1987, at Salt Lake County, Utah.

GENERAL PARTNERS:

J. Reid Angus
J. Reid Angus

Iris N. Angus
Iris N. Angus

LIMITED PARTNERS:

J. Reid Angus
J. Reid Angus

Iris N. Angus
Iris N. Angus