

1 CERTIFICATE OF LIMITED PARTNERSHIP 5: AM '81

2 OF

3 PROVIDENT ENTERPRISES, A LIMITED PARTNERSHIP

4  
5 The undersigned, desiring to form a limited partnership  
6 pursuant to the laws of the State of Idaho and being all the  
7 members of such limited partnership, having signed and sworn to  
8 this Certificate, certify as follows:

9 1. Name. The name of the limited partnership is:  
10 PROVIDENT ENTERPRISES, A LIMITED PARTNERSHIP.

11 2. Business. The character of the business of the  
12 partnership is to own, develop and operate farming, cattle  
13 ranching, power production and retail supermarket distribution.

14 3. Name and Address of Registered Agent. The name  
15 and address of the registered agent of the limited partnership  
16 is J. Dean Stevens, Route 4, Box 7758, Twin Falls, Idaho 83301.  
17 The principal place of business of the limited partnership is  
18 Provident Enterprises, a Limited Partnership, Route 4, Box 7758,  
19 Twin Falls, Idaho 83301.

20 4. The Name, Business Address and Contribution of  
21 Each Partner.

22 The general partners are:

23 <u>Name</u>	<u>Address</u>	<u>Contribution</u>
J. Dean Stevens	Route 4, Box 7758 Twin Falls, ID 83301	\$270,000.00

<u>Same</u>	<u>Address</u>	<u>Contribution</u>
Larry M. Stevens	1025 W. 4487 S. Riverdale, UT 84403	\$90,000.00
Herman J. Roth	130 Baroni #41 San Jose, CA 95123	\$90,000.00
Clinton A. Parks	12840 Steven Ct. San Martin, CA 95046	\$30,000.00

The Limited Partners shall be:

<u>Name</u>	<u>Address</u>	<u>Contribution</u>
Jacob M. Stevens	165 Crestview Twin Falls, ID 83301	\$60,000.00
Robert G. Veltrop	15155 Alondra Lane Saratoga, CA 95070	\$30,000.00
H. J. and G. Bielefeld 1981 Trust	1335 Dannock Way Sunnyvale, CA 95070	\$15,000.00
DeWayne L. Cottrill and Carolyn Cottrill	10243 Randy Lane Cupertino, CA 95014	\$30,000.00

5. Additional Contribution by Partners. None of the general partners or the limited partners are required to make any additional contributions to the partnership.

6. Power of Limited Partner to Assign Any Part of Partnership Interest. No limited partner may assign, pledge or apothecate or in any manner transfer his interest in the partnership without the written consent of all partners.

7. Time at Which or the Events on the Happening of Which a Partner May Terminate his Membership in the Limited Partnership. The partnership continues until fifty (50) years

1 from the date of this Certificate, unless terminated sooner by  
2 unanimous agreement of all partners or the death of all general  
3 partners. Upon termination of the partnership the assets will  
4 be liquidated, the partnership creditors paid, and the partners  
5 will be paid their share of undrawn profits and their respective  
6 contributions to the capital of the partnership.

7 8. Right of Partners to Receive Distribution of  
8 Property. No partner shall have the right to receive any  
9 distribution of property or cash of the partnership. Earned  
10 profits may be paid to the partners only upon the consent of  
11 the general partners or upon termination.

12 9. Right to Receive Partner's Contribution. The  
13 original contribution of the partners will be paid to them only  
14 upon termination of the partnership.

15 10. Events Upon Which the Limited Partnership is to  
16 be Dissolved and its Affairs Wound Up. The limited partnership  
17 will be dissolved only upon the death of all general partners  
18 or upon the termination of the limited partnership as provided  
19 by the partnership agreement which terminates fifty (50) years  
20 from the date of this Certificate.

21 11. Right of Remaining General Partner to Continue  
22 Business on Death of General Partner. The last living general  
23 partner may continue limited partnership upon the death of  
all other general partners.

12. Other Matters. The business of the partnership may be continued upon the death, retirement, or incapacity of a general partner.

IN WITNESS WHEREOF this Certificate is signed and sworn to this 15<sup>th</sup> day of June, 1984.

PROVIDENT ENTERPRISES, A LIMITED PARTNERSHIP

J. Dean Stevens  
J. DEAN STEVENS, General Partner

Larry M. Stevens  
LARRY M. STEVENS, General Partner

Herman J. Roth  
HERMAN J. ROTH, General Partner

Clinton A. Parks  
CLINTON A. PARKS, General Partner

Jacob M. Stevens  
JACOB M. STEVENS, Limited Partner

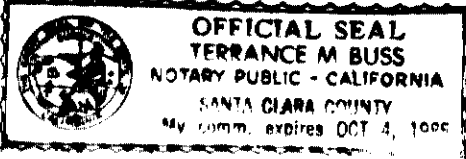
Robert G. Veltrap  
ROBERT G. VELTROP, Limited Partner

H. J. Bielefeld, Trustee Gerardine C. Bielefeld, Trustee  
H.J. AND G. BIELEFELD 1981 TRUST, Limited Partner

Dewayne L. Cottrill and Carolyn Cottrill  
Dewayne L. Cottrill and Carolyn Cottrill, Limited Partner

State of CALIFORNIA }  
County of SANTA CLARA } SS.

On this the 15TH day of JUNE 19 84, before me,  
TERRANCE M. BUSS  
the undersigned Notary Public, personally appeared  
Robert G. Veltrop, Henry J. Bielefeld, Geraldine R.  
Bielefeld, Dewayne L. Cottrill, and Carolyn Cottrill  
☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument on behalf of the  
partnership, and acknowledged to me that the partnership executed it.  
WITNESS my hand and official seal.


 Terrance M. Buss  
Notary's Signature

PARTNERSHIP ACKNOWLEDGMENT FORM 7130 052 NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • Woodland Hills, CA 91364

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State of CALIFORNIA }  
County of SANTA CLARA } SS.

On this the 15th day of JUNE 19 84, before me,  
TERRANCE M. BUSS  
the undersigned Notary Public, personally appeared  
J. Dean Stevens, Larry M. Stevens, Herman J. Roth,  
Clinton A. Parks  
☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument on behalf of the  
partnership, and acknowledged to me that the partnership executed it.  
WITNESS my hand and official seal.

 Terrance M. Buss  
Notary's Signature

PARTNERSHIP ACKNOWLEDGMENT FORM 7130 052 NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd • Woodland Hills, CA 91364

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LAW OFFICES  
HEPWORTH  
NUNGERSTER  
and  
FELTON

CERTIFICATE OF LIMITED PARTNERSHIP - 5

1 STATE OF IDAHO )  
2 County of Twin Falls ) ss.

3 On this 18th day of June, 1984, before me, the under-  
4 signed, a Notary Public in and for said County and State, per-  
5 sonally appeared JACOB M. STEVENS, known to me to be the person  
6 whose name is subscribed to the foregoing instrument, and  
7 acknowledged to me that he executed the same.

8 IN WITNESS WHEREOF, I have hereunto set my hand and  
9 affixed my official seal the day and year last above written.

10 Brenda L Malone  
11 Notary Public for Idaho  
12 Residing at Idaho

13 STATE OF IDAHO )  
14 County of Twin Falls ) ss.

15 On this \_\_\_\_\_ day of June, 1984, before me, the  
16 undersigned, a Notary Public in and for said County and State,  
17 personally appeared BOB VELTROP, known to me to be the person  
18 whose name is subscribed to the foregoing instrument, and  
19 acknowledged to me that he executed the same.

20 IN WITNESS WHEREOF, I have hereunto set my hand and  
21 affixed my official seal the day and year last above written.

22 \_\_\_\_\_  
23 Notary Public for Idaho  
24 Residing at \_\_\_\_\_