

RECORDED
SECTION 177

CERTIFICATE OF AMENDMENT OF WFB INVESTMENT COMPANY, A
LIMITED PARTNERSHIP

The undersigned being all of the general and limited partners of WFB Investment Company, a limited partnership, certify that this Amendment was made effective June 15, 1991 as follows:

NAME

The name of the limited partnership is WFB Investment Company, a limited partnership.

DATE OF FILING OF CERTIFICATE

The Certificate of Limited Partnership of WFB Investment Company was recorded June 7, 1977, as instrument number 99258, film number 109, records of Cassia County, Idaho, and was filed with the Secretary of State, the refiling being instrument no. L00855 and the Amendment being instrument no. L00855-a.

AMENDMENT TO THE CERTIFICATE

Paragraph 4 of the original Certificate of Limited Partnership shall be amended to read as follows:

4. The name and business address of each partner are as follows:

GENERAL PARTNER

BUSINESS ADDRESS

The Wilbur and Evelyn Biermann Trust, Wilbur F. Biermann and Evelyn M. Biermann, co-trustees

2001 Schodde Avenue
Burley, Idaho 83318

LIMITED PARTNERS

Michael F. Biermann	P.O. Box 750 Heyburn, Idaho 83336
Aaron Biermann	P.O. Box 750 Heyburn, Idaho 83336
Ben Biermann	P.O. Box 750 Heyburn, Idaho 83336
Philip R. Biermann	P.O. Box 750 Heyburn, Idaho 83336
Charles R. Biermann	2882 Blue Bird Lane Idaho Falls, Idaho 83402
Jena Biermann	2882 Blue Bird Lane Idaho Falls, Idaho 83402
Carla Biermann	2882 Blue Bird Lane Idaho Falls, Idaho 83402

Paragraph 6(b) of the original Certificate of Limited Partnership shall be amended to read as follows:

6(b). Percentage Interest: The percentage interest owned by the general and limited partners are as follows:

<u>GENERAL PARTNERS</u>	<u>PERCENTAGE OF INTEREST</u>
The Wilbur and Evelyn Biermann Trust, Wilbur F. Biermann and Evelyn M. Biermann, co-trustees	10%
<u>LIMITED PARTNERS</u>	
Michael F. Biermann	30%
Michael F. Biermann as Custodian for Jena Biermann	5%
Michael F. Biermann as	

1
2
3 Custodian for Carla Biermann 5%
4 Charles R. Biermann 35%
5 Aaron Biermann 5%
6 Ben Biermann 5%
7 Charles R. Biermann, as
8 Custodian for Philip R.
9 Biermann 5%

10 CONSENT TO ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

11 By signing this Certificate of Amendment, the undersigned,
12 as all of the general and limited partners, consent to the
13 assignment of partnership interests reflected on Exhibit A,
14 pursuant to paragraph 9 of the original Certificate of Limited
15 Partnership and consent that the assignee may become a
16 substituted limited and general partner to the extent of the
17 interest reflected on the transfer. Further, the undersigned
18 consent to the substitution of Aaron Biermann and Ben Biermann as
19 individuals due to the fact that Aaron Biermann and Ben Biermann
20 are now adults.

21 DATED this 15th day of June, 1991.

22 GENERAL PARTNER


23 The Wilbur and Evelyn Biermann
24 Trust

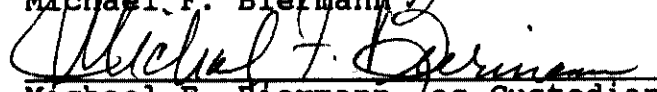
25 Wilbur F. Biermann
26 Wilbur F. Biermann, Trustee

Evelyn M. Biermann
Evelyn M. Biermann, Trustee


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26


LIMITED PARTNERS



Michael F. Biermann


Michael F. Biermann, as Custodian
for Jena Biermann & Carla Biermann


Charles R. Biermann


Charles R. Biermann, as Custodian
for Philip R. Biermann


Aaron Biermann


Ben Biermann

ASSIGNMENT OF PARTNERSHIP INTEREST

KNOW ALL PERSONS BY THESE PRESENTS:

FOR VALUE RECEIVED, WILBUR F. BIERMANN and EVELYN M. BIERMANN, hereafter referred to as "Assignor", do hereby ASSIGN and TRANSFER to WILBUR F. BIERMANN AND EVELYN M. BIERMANN, AS CO-TRUSTEES OF THE WILBUR AND EVELYN BIERMANN TRUST UNDER TRUST AGREEMENT DATED DECEMBER 4, 1990, and their substitutes and successors as Trustee thereunder, all of Assignor's right, title, and ownership interest (or all right, title, and ownership interest of either Assignor party) in the following partnership:

W.F.B. Investment Co.	39-2154-03	Nutrition Center	39-0083 78
	39 0358 63		39 0359 28

This assignment is made and accepted upon the following terms and conditions, which shall be binding among the parties hereto, and their successors, and are expressly made for the benefit of (and may be enforced by) the above-mentioned partnership and the partners thereof:

1. Assignee agrees to be bound by all of the terms, conditions, and provisions of the partnership agreement of the above named partnership in the same manner, and with the same force and effect, as if Assignee had joined in execution thereof in the first instance.
2. During the lifetimes of Assignor parties, or the surviving Assignor, the sole income beneficiaries under the above mentioned Trust Agreement shall be Assignor parties, or the survivor of the two of them. During their joint lifetimes, Assignor parties shall, through power of revocation of said Trust or otherwise, retain full control with respect to the manner in which any voting rights allowed to the partnership interest assigned hereby shall be exercised. Should said voting control be transferred or restricted, such shall be deemed to be the equivalent of a sale or transfer of the partnership interest, with the same restrictions and consequences (if any) provided in the partnership agreement with respect to such eventuality.
3. If under the terms of the above-mentioned partnership agreement the partnership or the other partners thereof shall have any rights to purchase said partnership interest in event of the deaths of the owner or owners thereof, Assignee and Assignee's substitutes and successors agree to be bound thereby in the event of the death of Assignor parties, or either of them, in the same manner as if said partnership interest had been owned by Assignor at the time of death of Assignor parties, or either of them.
4. Should this assignment transaction be prohibited by the above mentioned partnership agreement, or if consent thereto by the other partners is required and such consent be not given, then and in either such event this assignment shall be limited in its effect to an assignment of all income or economic rights and benefits connected with, or by reason of, the partnership interest herein described, but shall vest in the Assignee no rights as a partner in said

partnership. If, however, such consent is granted, the Assignee designated herein shall be substituted for the Assignor as a partner in the partnership.

on the 18th IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument day of December, 1990.

Wilbur F. Biemann
WILBUR F. BIERMANN,
Individually

Evelyn M. Biemann
EVELYN M. BIERMANN,
Individually

Wilbur F. Biemann
WILBUR F. BIERMANN,
Co-Trustee

Evelyn M. Biemann
EVELYN M. BIERMANN,
Co-Trustee

STATE OF IDAHO)
COUNTY OF BOISE) ss.

On this 18th day of December, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared WILBUR F. BIERMANN and EVELYN M. BIERMANN, known or identified to me to be the persons whose names are subscribed to the foregoing instrument individually and as Co-Trustees of THE WILBUR AND EVELYN BIERMANN TRUST, and acknowledged to me that they executed the same individually and as such Co-Trustees.

DALLAN TAYLOR
Notary Public for Idaho
Residing at: Boise, Idaho
Comm. Expires: 8-96