

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CORNELISON ENTERPRISES LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Bonneville)

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

1. The name of the partnership is CORNELISON ENTERPRISES LIMITED PARTNERSHIP.
2. The general nature of the Partnership business is to own, rent and operate farms, farming properties and farming equipment and to transact any and all other businesses for which limited partnerships may be formed under the laws of Idaho.
3. The principal place of business of the Partnership is Route 2, Box 166, St. Anthony, Idaho 83445. The name and address of the agent for service of process upon the Partnership shall be Keith Cornelison, Route 2, Box 166, St. Anthony, Idaho 83445.
4. The names and addresses of each General and Limited Partner are as follows:

<u>GENERAL PARTNER</u>	<u>PLACE OF RESIDENCE</u>
Keith Cornelison	Route 2, Box 166 St. Anthony, Idaho 83445
<u>LIMITED PARTNER</u>	<u>PLACE OF RESIDENCE</u>
Hurdis Cornelison	1441 South Woodruff Idaho Falls, Idaho 83401

5. The term of the Partnership commences on the filing of this Certificate and shall continue indefinitely until terminated in the manner provided in the Articles of Partnership.

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

<u>General Partner</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>	<u>Description and Agreed Value of Assets Contributed</u>
Keith Cornelison	900	90%	\$19.80	Interest in previous Partnership

<u>Limited Partner</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>	<u>Description and Agreed Value of Assets Contributed</u>
Hurdis Cornelison	100	10%	\$ 2.20	Interest in previous Partnership

7. There is no agreement concerning the making of additional contributions by the Limited Partner, nor is there any agreement concerning the time when the contribution of the Limited Partner is to be returned.

8. The share of profits in the Partnership business which each partner shall receive by reason of his contribution of capital and work is as follows:

Hurdis Cornelison	10%
Keith Cornelison	90%

9. There is no agreement as to the power of a Limited Partner to grant the right to become a Limited Partner to an assignee of any part of his partnership interest, except that additional Limited Partners may be admitted only upon unanimous approval of all of the partners.

10. There are no priorities between the Limited Partners as to contributions or as to compensation by way of income.

11. Notwithstanding anything to the contrary, the partners agree that the changing of the Partnership from a General Partnership to a Limited Partnership shall not reduce the Limited Partner's share of the recourse liabilities of the Partnership on the date of the filing of this Certificate of Limited Partnership. The Limited Partner shall continue to be personally and generally liable for all debts of the Partnership as they exist on the date of the filing of this Certificate.

12. There is no agreement as to the right of any partner to receive distributions of property from the Partnership, except as provided in Article 3.2 of the Partnership Agreement.

13. The Partnership shall be dissolved upon the happening of any of the following events:

(a) The unanimous written agreement of the Partners.

(b) The death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any Partner (hereinafter referred to as "the terminating partner"). These events shall dissolve the Partnership, but shall not prevent the continuation of the Partnership business as provided in the Partnership Agreement.

14. There is no agreement as to the right of any partner to receive or a general partner to make distributions to a partner which include a return of all or any part of a partner's contribution.

15. The Partnership Agreement contains provisions for dissolution and liquidation of the Partnership.

16. There is no agreement as to any right of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner.

Dated this 7th day of March, 1983, at Idaho Falls, Idaho.

DATED: March 7, 1983

Keith Cornelison
Keith Cornelison

DATED: March 7, 1983

Hurdis Cornelison
Hurdis Cornelison

PARTNERS

SUBSCRIBED AND SWORN to before me by KEITH CORNELISON and HURDIS CORNELISON this 7th day of March, 1983.

(seal)

John H. Eckersell
Notary Public for Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: Life