CERTIFICATE OF LIMITED PARTNERSHIP

OF

THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "A"

A limited partnership

The parties hereto do hereby certify that an Agreement was made effective the 15 day of OCTOBER, 1982, at Salt Lake City, Utah, by the following, herein called "General Partners":

Lloyd Stolworthy

Lucille Stolworthy

and by the following, herein called "Limited Partners":

Lloyd Stolworthy

Lucille Stolworthy

Kelly A. Bingham

Peggy Marie Bingham

Peggy Marie Bingham as Custodian for:

Kelly Don Bingham

Richard Allen Bingham

RECEIVED
FEB 10 2004
BY BP

W I T N E S S E T H:

The parties hereto on the date described above formed a Limited Partnership pursuant to the provisions of Section 53-202 of the Limited Partnership act, Idaho Code Annotated, 1947, and sign and swear to this certificate as required by Idaho Code Annotated, Section 53-202(1)(b):

1. NAME: The name of this Limited Partnership is The Lloyd Stolworthy Family Limited Partnership A

2. BUSINESS: The general character of the partnership business shall be to hold, develop, and lease real estate, and conduct a general business as thereto related.

3. PRINCIPAL PLACE OF BUSINESS: The location of the principal place of business of the partnership is 182 Hartert Drive, Idaho Falls, Idaho.

4. THE PARTNERS: The names and places of residence of each member of the Limited Partnership are as follows:

GENERAL PARTNERS	PLACE OF RESIDENCE
Lloyd Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Lucille Stolworthy	182 Hartert Drive Idaho Falls, Idaho
LIMITED PARTNERS	**PLACE OF RESIDENCE**
Lloyd Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Lucille Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Kelly A. Bingham	Box 344 Firth, Idaho
Peggy Marie Bingham	Box 344 Firth, Idaho
Kelly Don Bingham	Box 344 Firth, Idaho
Richard Allen Bingham	Box 344 Firth, Idaho

5. TERM: The partnership shall begin on the 15 day of OCT., 1982, and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto, or unless extended by a majority agreement of the partners.

6. ADDITIONAL CONTRIBUTIONS: No additional contributions of the Limited Partners have been agreed upon.

7. RETURN OF CONTRIBUTIONS: No time has been agreed upon for the return of any contribution by any Limited Partner.

8. PROFITS: All annual net profits of the partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts.

9. ASSIGNMENTS: A Limited Partner shall have the right to sell his interest in the partnership acting through the guardian, but only after such Limited Partner gives to the partnership a thirty-day opportunity to purchase such interest, as explained in detail by the partnership agreement.

10. ADDITIONAL LIMITED PARTNERS: The General Partner may admit additional limited partners.

11. PRIORITY AMONG LIMITED PARTNERS: There is no priority of one Limited Partner over another as to the

contributions or compensation by way of income.

12. CONTINUANCE OF BUSINESS: Upon the death, retirement or insanity of the surviving General Partner, the partnership shall dissolve unless continued by the remaining partners and selecting when necessary a new general partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners, holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners, may elect to continue the partnership by selecting a new general Partner.

13. PROPERTY OTHER THAN CASH: A Limited Partner may not demand property other than cash in return for his contributions.

14. AMOUNT OF CASH AND AGREED VALUE AND DESCRIPTION OF OTHER PROPERTY CONTRIBUTED: The Limited Partners have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of $843,000.00.

GENERAL PARTNERS

LLOYD STOLWORTHY

LUCILLE STOLWORTHY

LIMITED PARTNERS

LLOYD STOLWORTHY

LUCILLE STOLWORTHY

KELLY A. BINGHAM

PEGGY MARIE BINGHAM

PEGGY MARIE BINGHAM CUSTODIAN FOR
KELLY DON BINGHAM
RICHARD ALLEN BINGHAM

CERTIFICATE OF LIMITED PARTNERSHIP

OF

THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "A"

A limited partnership

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and by the following, herein called "Limited Partners":

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Lucille Stolworthy

Kelly A. Bingham

Peggy Marie Bingham

Peggy Marie Bingham as Custodian for:

Kelly Don Bingham

Richard Allen Bingham

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LIMITED PARTNERS	**PLACE OF RESIDENCE**
Lloyd Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Lucille Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Kelly A. Bingham	Box 344 Firth, Idaho
Peggy Marie Bingham	Box 344 Firth, Idaho
Kelly Don Bingham	Box 344 Firth, Idaho
Richard ~~Allen~~ Ryan Bingham	Box 344 Firth, Idaho

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13. PROPERTY OTHER THAN CASH: A Limited Partner may not demand property other than cash in return for his contributions.

14. AMOUNT OF CASH AND AGREED VALUE AND DESCRIPTION OF OTHER PROPERTY CONTRIBUTED: The Limited Partners have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of $843,000.00.

QUIT CLAIM DEED

LLOYD STOLWORTHY and LUCILLE STOLWORTHY, Grantors of Idaho Falls, County of Bonneville, State of Idaho, hereby QUIT CLAIM to THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP - A, dated the 15 day of OCTOBER, 1982, and signed by Lloyd Stolworthy and Lucille Stolworthy for the sum of TEN DOLLARS ($10.00), the following described tracts of land located in Bingham County, State of Idaho and subject to the encumbrances owed thereon to wit:

1. T. 1 So. R. 38, E.B.M. All of Sections 31 and 32, excepting, therefore, the Southeast Quarter of the Southeast Quarter (SE 1/4SE 1/4) and the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Thirty-two (32), and also excepting: beginning at a point on the Section Line 1320 feet East of the Southwest corner of Section Thirty-one (31), and running thence North 9° 17' West, and parallel with the West line of said section 3417 feet; thence East and parallel with the South line of said section, 5913 feet, more or less, to the North-South 1/16 line, through the Northwest Quarter (NW 1/4) of Section Thirty-two (32); thence South 0° 09' East along said 1/16 line, 3417 feet to the South line of said Section Thirty-two (32); thence West along said section line 5905 feet, more or less, to the point of beginning, containing 463.50 acres.

2. T. 2 So. R. 38, E.B.M. All of Section 10.

3. T. 2 So. R. 38, E.B.M. Section Nine (9): All of the Northeast Quarter (NE 1/4) and the North half of the Southeast Quarter (N 1/2 SE 1/4), Except: Beginning at a point 1074 feet West of the Northeast Corner of said Section Nine (9); thence following fence in Southeasterly direction, South 40° 09' East 7.5 feet; thence South 37° 43' East 835 feet; thence South 24° 49' East 882 feet; thence South 80° 08' West 768 feet; thence South 4° 48' West 449 feet; thence South 13° 16' East 536 feet; thence Southeasterly 910 feet to a point on the South line of the North half of the Southeast Quarter (N 1/2 SE 1/4) which is 600 feet West of the Southeast Corner of the North half of the Southeast Quarter (N 1/2 SE 1/4); thence West 2040 feet, more or less to the Southwest corner of the North half of the Southeast Quarter (N 1/2 SE 1/4); thence North 3960 feet more or less, to the Northwest corner of the Northeast Quarter (NE 1/4); thence East 1566 feet, more or less, to the point of beg.

4. T. 2 So. R. 38, E.B.M. Lots 3,4, 5, 6, & 7 of Section 6.

5. T. 1 So. R. 38, E.B.M. N 1/2 of Section 33.

6. T. 2 So. R. 38, E.B.M. Section Four (4): Southeast Quarter (SE 1/4), excepting therefrom: Beginning at point 1074 feet West of the Southeast corner of said Section Four (4), and running thence North 40° 49' West 2100 feet to the Northwest Corner of the South half of the Southeast Quarter (S 1/2 SE 1/4); thence South 1320 feet, more or less, to the Southwest Corner, thence East 1566 feet, more or less, to the point of beginning.
North Half of the Southwest Quarter (N 1/2 SW 1/4)
South Half of the Northeast Quarter (S 1/2 NE 1/4)

7. T. 2 So. R. 38, E.B.M. W 1/2 SE 1/4; SE 1/4 NW 1/4; SW 1/4 of Section 3.

8. T. 1 So. R. 38, E.B.M. SW 1/4 SE 1/4; S 1/2 SW 1/4 of Section 29.

9. T. 1 So. R. 38, E.B.M. Lots 2, 3, & 4; E 1/2 SW 1/4; S 1/2 SE 1/4 of Section 30.

10. T. 2 So. R 38, E.B.M. All of Section 15.

11. T. 2 So. R 38, E.B.M. N 1/2 N 1/2; SE 1/4 NW 1/4; SW 1/4 NE 1/4; SW 1/4; S 1/2 SE 1/4; NW 1/4 SE 1/4 of Section 14.

12. T. 2 So. R 38, E.B.M. S 1/2 S 1/2; N 1/2 NW 1/4 of Section 13. Also, the N 1/2 of SE 1/4 of Section 13.

13. T. 2 So. R 38, E.B.M. W 1/2 W 1/2, except that portion lying North of Wolverine Creek; E 1/2 SW 1/4; NW 1/4 SE 1/4 of Section 11.

14. T. 2 So. R. 39, E.B.M. All Section 10.

15. T. 2 So. R. 39, E.B.M. All Section 9 less W 1/2 SW 1/4.

16. T. 2 So. R. 39, E.B.M. S 1/2 NE 1/4 Section 8.

17. T. 2 So. R. 39, E.B.M. All Section 4.

18. T. 2 So. R. 39, E.B.M. Lots 2, 3, 4.

TOGETHER with all water and water rights, ditches and ditch rights, wells and well rights, including the water developed therefrom.

TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion, and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property, in law as well as in equity. BINGHAM COUNTY, IDAHO

Together with all water rights. Also all farm machinery and the two grain bins located on the ~~Getion~~ Goshen railroad siding located on land lease #A096873.

WITNESS the hand of said Grantor this 15 day of OCTOBER, 1982.

LLOYD STOLWORTHY

LUCILLE STOLWORTHY

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 15 day of OCTOBER, 1982, personally appeared before me Lloyd Stolworthy and Lucille Stolworthy, the signers of the within instrument who duly acknowledged to me that they executed the same.

Notary Public
Residing at:

My Commission expires:
3/23/85

MAILING ADDRESS OF GRANTEES:

182 Hartert Drive
Idaho Falls, Idaho 83401

QUIT CLAIM DEED

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8. T. 1 So. R. 38, E.B.M. SW 1/4 SE 1/4; S 1/2 SW 1/4 of Section 29.

9. T. 1 So. R. 38, E.B.M. Lots 2, 3, & 4; E 1/2 SW 1/4; S 1/2 SE 1/4 of Section 30.

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15. T. 2 So. R. 39, E.B.M. All Section 9 less W 1/2 SW 1/4.

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TOGETHER with all water and water rights, ditches and ditch rights, wells and well rights, including the water developed therefrom.

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Together with all water rights. Also all farm machinery and the two grain bins located on the Gotion railroad siding located on land lease #A096873.

WITNESS the hand of said Grantor this 15 day of OCTOBER, 1982.

Lloyd Stolworthy
LLOYD STOLWORTHY

Lucille Stolworthy
LUCILLE STOLWORTHY

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 15 day of OCTOBER, 1982, personally appeared before me Lloyd Stolworthy and Lucille Stolworthy, the signers of the within instrument who duly acknowledged to me that they executed the same.

My Commission expires:
3/23/85

Notary Public
Residing at: Salt Lake

MAILING ADDRESS OF GRANTEES:

182 Hartert Drive
Idaho Falls, Idaho 83401

CERTIFICATE OF LIMITED PARTNERSHIP

OF

THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP B

A limited partnership

The parties hereto do hereby certify that an Agreement was made effective the 15 day of OCTOBER, 1982 at Salt Lake City, Utah, by the following, herein called "General Partners":

Lloyd Stolworthy

Lucille Stolworthy

and by the following, herein called "Limited Partners":

Lloyd Stolworthy

Lucille Stolworthy

Karen Stolworthy

Karen Stolworthy as Custodian for:

Larry L. Newman

Carolyn Newman

Janet Newman

Kathleen L. Layne

Kathleen L. Layne as Custodian for:

Nicole Layne

Janet Layne

Jay L. Stolworthy

Merilynn Stolworthy

Jay L. Stolworthy as Custodian for:

Melissa Stolworthy

Lloyd Don Stolworthy

Jason Stolworthy

Amanda Stolworthy

Andrew Stolworthy

David Edward Stolworthy

Brenda Kay Stolworthy

David Edward Stolworthy as Custodian for:

Theresa Stolworthy

Nancy Stolworthy

David Willard Stolworthy

RECEIVED
FEB 10 2004
BY

W I T N E S S E T H:

The parties hereto on the date described above formed a Limited Partnership pursuant to the provisions of Section 53-202 of the Limited Partnership act, Idaho Code Annotated, 1947, and sign and swear to this certificate as required by Idaho Code Annotated, Section 53-202(1)(b):

1. NAME: The name of this Limited Partnership is The Lloyd Stolworthy Family Limited Partnership B

2. BUSINESS: The general character of the partnership business shall be to hold, develop, and lease real estate, and conduct a general business as thereto related.

3. PRINCIPAL PLACE OF BUSINESS: The location of the principal place of business of the partnership is 182 Hartert Drive, Idaho Falls, Idaho.

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LIMITED PARTNERS	**PLACE OF RESIDENCE**
Lloyd Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Lucille Stolworthy	182 Hartert Drive Idaho Falls, Idaho
Karen Stolworthy	7743 Iron Court Boise, Idaho
Kathleen L. Layne	7743 Iron Court Boise, Idaho
Nicole Layne	7743 Iron Court Boise, Idaho
Janet Layne	7743 Iron Court Boise, Idaho
Larry L. Newman	7743 Iron Court Boise, Idaho
Carolyn Newman	7743 Iron Court Boise, Idaho
Janet Newman	7743 Iron Court Boise, Idaho
Jay L. Stolworthy	870 South Park Shelley, Idaho
Merilynn Stolworthy	870 South Park Shelley, Idaho

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Melissa Stolworthy	870 South Park Shelley, Idaho
Lloyd Don Stolworthy	870 South Park Shelley, Idaho
Jason Stolworthy	870 South Park Shelley, Idaho
Amanda Stolworthy	870 South Park Shelley, Idaho
Andrew Stolworthy	870 South Park Shelley, Idaho
David Edward Stolworthy	Box 342 Shelley, Idaho
Brenda Kay Stolworthy	Box 342 Shelley, Idaho
Theresa Stolworthy	Box 342 Shelley, Idaho
Nancy Stolworthy	Box 342 Shelley, Idaho
David Willard Stolworthy	Box 342 Shelley, Idaho

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GENERAL PARTNERS

Lloyd Stolworthy

LLOYD STOLWORTHY

Lucille Stolworthy

LUCILLE STOLWORTHY

LIMITED PARTNERS

Lloyd Stolworthy

LLOYD STOLWORTHY

Lucille Stolworthy

LUCILLE STOLWORTHY

Karen Stolworthy

KAREN STOLWORTHY

Karen Stolworthy

KAREN STOLWORTHY AS CUSTODIAN FOR

LARRY L. NEWMAN
CAROLYN NEWMAN
JANET NEWMAN

KATHLEEN L. LAYNE

KATHLEEN L. LAYNE AS CUSTODIAN FOR

NICOLE LAYNE
JANET LAYNE

Jay L Stolworthy

JAY L. STOLWORTHY

Merilyn Lynn Stolworthy

MERILYN STOLWORTHY

Jay L Stolworthy

JAY L. STOLWORTHY AS CUSTODIAN FOR

MELISSA STOLWORTHY
LLOYD DON STOLWORTHY
JASON STOLWORTHY
AMANDA STOLWORTHY
ANDREW STOLWORTHY

DAVID EDWARD STOLWORTHY

BRENDA KAY STOLWORTHY

DAVID EDWARD STOLWORTHY AS CUSTODIAN FOR

THERESA STOLWORTHY
NANCY STOLWORTHY
DAVID WILLARD STOLWORTHY

SCHEDULE "A"

Attached to THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "B" dated the 19 day of OCTOBER, 1982:

The following real estate, subject to the encumbrances owed thereon, to-wit:

1. T. 2 So. R. 38, E.B.M. Lots 3, 4 & that portion of SE 1/4 SE 1/4 lying westerly of County Road in Section 20.

2. T. 2 So. R. 39, E.B.M. Lot 1; NE 1/4 NW 1/4 of Section 30.

3. T. 2 So. R. 39, E.B.M. NW 1/4; NW 1/4 SW 1/4 of Section 20.

4. T. 2 So. R. 39, E.B.M. Lots 1, 2, 3, & 4; E 1/2 W 1/2; NE 1/4; N 1/2 SE 1/4; SE 1/4 SE 1/4 of Section 19.

5. T. 2 So. R. 39, S 1/2 SE 1/4; SE 1/4 of Section 18.

6. T. 2 So. R. 39, E.B.M. S 1/2 SW 1/4 of Section 17.

7. T. 2 So. R. 38, E.B.M. S 1/2 SE 1/4 SE 1/4 of Section 28. Also NE 1/4; E 1/2 NW 1/4.

8. T. 2 So. R 38, E.B.M. All of Section 27.

9. T. 2 So. R 38, E.B.M. All Section, except S 1/2 SE 1/4; NE 1/2 SE 1/4 of Section 26.

10. T. 2 So. R 38, E.B.M. N 1/2 S 1/2 NW 1/4; N 1/2 NW 1/4; NW 1/4 NE 1/4; N 1/2 SW 1/4 NE 1/4 of Section 25.

11. T. 2 So. R 38, E.B.M. All of Section 21, except NE 1/4 of SE 1/4.

12. Also, the E 1/2 NE 1/4, Section 29, T. 2 So. R 38, E.B.M.

13. T. 2 So. R. 38, E.B.M. All of Section 24.

14. T. 2 So. R. 38, E.B.M. All of Section 23.

15. T. 2 So. R. 38, E.B.M. E 1/2; NW 1/4; S 1/2 SW 1/4 of Section 22.

16. T. 3 So. R. 38, E.B.M. Lots 2, 3, & 4 of Section 3.

17. T. 2 So. R. 38, E.B.M. NW 1/4; W 1/2 NE 1/4; NE 1/4 SW 1/4 of Section 35.

18. T. 2 So. R. 38, E.B.M. All of Section 34 less SE 1/4 SE 1/4.

19. T. 2 So. R. 38, E.B.M. E 1/2 E 1/2 of Section 33.

TOGETHER with all water and water rights, ditches and ditch rights, wells and well rights, including the water developed therefrom.

TOGETHER with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion, and reversions, remainder and remainders, rends, issues and profits thereof, and all estate, right, title and interest in and to said property, in law as well as in equity. BINGHAM COUNTY, IDAHO.

The above-described real estate is hereby conveyed to said Stolworthy Family Limited Partnership B, with Grantors retaining the obligation to personally pay all obligations thereon if any presently exist.

Lloyd Stolworthy

LLOYD STOLWORTHY

Lucille Stolworthy

LUCILLE STOLWORTHY

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 15 day of OCTOBER, 1982, personally appeared before me LLOYD STOLWORTHY and LUCILLE STOLWORTHY, the signers of the within instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: Alpine, UTAH

MY COMMISSION EXPIRES:
3/23/85

LIMITED PARTNERSHIP AGREEMENT

OF

THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "B"

A limited Partnership

This Limited Partnership Agreement, made effective the 15 day of OCTOBER, 1982, by the following, hereinafter known as "General Partners":

Lloyd Stolworthy

Lucille Stolworthy

and by the following, hereinafter referred to as "Limited Partners":

Lloyd Stolworthy

Lucille Stolworthy

Karen Stolworthy

Karen Stolworthy as Custodian for:

Larry L. Newman

Carolyn Newman

Janet Newman

Kathleen L. Layne

Kathleen L. Layne as Custodian for:

Nicole Layne

Janet Layne

Jay L. Stolworthy

Merilynn Stolworthy

Jay L. Stolworthy as Custodian for:

Melissa Stolworthy

Lloyd Don Stolworthy

Jason Stolworthy

Amanda Stolworthy

Andrew Stolworthy

David Edward Stolworthy

Brenda Kay Stolworthy

David Edward Stolworthy as Custodian for:

Theresa Stolworthy

Nancy Stolworthy

David Willard Stolworthy

The said Partners do hereby covenant and agree to the formation of this Limited Partnership and do hereby covenant and agree to be bound by these articles as follows, to-wit:

ARTICLE I

Formation of Limited Partnership

Name; Principal Place of Business

Section 1.1 Formation. The Partners hereby form a Limited Partnership pursuant to the provisons of Section 53-202 of the Limited Partnership act, Idaho Code Annotated, 1947, as amended. The Partners shall execute and cause to be filed a Certificate of Limited Partnership, as required by Idaho Code Annotated, Section 53-202(1)(b).

Section 1.2 Name. The Partnership shall operate under the name of The Lloyd Stolworthy Family Limited Partnership B.

Section 1.3 Principal Place of Business. The principal place of business shall be at 182 Hartert Drive, Idaho Falls, Idaho, with such other places of business as may be agreed upon by the Partners from time to time.

ARTICLE II

Term of the Partnership

The Partnership shall commence on the date hereof and shall continue for twenty-five years, unless sooner terminated by law or as hereinafter provided.

ARTICLE III

Accounting for the Partnership

Section 3.1 Method of Accounting. The Partnership shall keep its accounting records and shall report for income tax purposes on the cash basis. The records shall be maintained in accordance with generally accepted accounting principles.

Section 3.2 Annual Statements. Financial statements shall be prepared not less than annually by an independent public accountant and copies of the statement shall be delivered to each Partner. Copies of all income tax returns filed by the Partnership also shall be furnished to all Partners.

Section 3.3 Annual Meeting to Review Financial

Statements. Not less than once a year, and as soon as possible after completion of the financial statements, a meeting shall be held of all General and Limited Partners. The independent public accountant shall review and discuss the financial statements at that meeting.

Section 3.4 Interim Financial Statement. On written request, any Limited Partner shall be entitled to copies of any interim financial statements prepared for the General Partners.

ARTICLE IV

Capital Contributions

Section 4.1 Initial Capital Contributions. The initial Capital contributions shall be as follows:

GENERAL PARTNERS:	
Lloyd Stolworthy	1%
Lucille Stolworthy	1%
LIMITED PARTNERS:	
Lloyd Stolworthy	26.01%
Lucille Stolworthy	26.01%
Karen Stolworthy	2.42%
Kathy Lucille Layne	2.42%
Nicole Layne	2.42%
Janet Layne	2.42%
Larry L. Newman	2.42%
Carolyn Newman	2.42%
Janet Newman	2.42%
Jay L. Stolworthy	2.42%
Merilynn Stolworthy	2.42%
Melissa Stolworthy	2.42%
Lloyd Don Stolworthy	2.42%
Jason Stolworthy	2.42%
Amanda Stolworthy	2.42%
Andrew Stolworthy	2.42%
David Edward Stolworthy	2.42%
Brenda Kay Stolworthy	2.42%
Theresa Stolworthy	2.42%
Nancy Stolworthy	2.42%
David Willard Stolworthy	2.42%

Percentage interests express the share of property shown on the attached Schedule "A", contributed by and for the Partners.

Section 4.2 Respective interests of Partners in the Initial Capital Contribution. The interests of the Partners in the capital originally contributed are the same as listed above.

Section 4.3 Additional Capital Contributions. There shall be no additional capital contributions to the capital of the Partnership unless otherwise agreed to in writing by all of the Partners. A Limited Partner or a General Partner may assign his interest to others but only as hereinafter provided.

ARTICLE V

Capital Accounts; Drawing Accounts

Section 5.1 Capital Accounts. An individual capital account shall be maintained for each General and Limited Partner. The capital interest of each General and Limited Partner shall consist of his original contribution increased by (a) his additional contributions to capital and (b) his share of Partnership profits transferred to capital, and decreased by (a) distributions to him in reduction of his Partnership capital and (b) his share of Partnership losses if transferred from his drawing account.

Section 5.2 Drawing Accounts. An individual drawing account shall be maintained for each General and Limited Partner. All withdrawals other than salaries made by a General or Limited Partner shall be charged to his drawing account. Each Partner's share of profits and losses shall be credited or charged to his drawing account.

A balance of a Partner's drawing account in his favor (a credit balance) shall constitute liability to that Partner; it shall not constitute a part of his capital account or his interest in the capital of the Partnership. If, after the next profit or the net loss of the Partnership for the fiscal year has been determined, a Partner's drawing account shows a deficit (a debit balance), whether occassioned by drawings in excess of his share of

Partnership profits or by charging him for his share of a Partnership loss, the deficit shall constitute an obligation of that Partner to the Partnership and shall not reduce his capital account or his interest in the capital of the Partnership.

Payment of any amount owing to the Partnership shall be made in a manner and time determined by a majority in interest of the Limited Partners. The Limited Partners may determine by vote of a majority in interest to transfer any portion of their respective profit or loss to their capital accounts at any time, provided the transfers do not change the Partners respective Partnership interests except by written consent of all Partners.

ARTICLE VI

Profits or Losses

Section 6.1 Interests in Profits or Losses. The net profits or net losses of the Partnership shall be credited or charged to the Partners in proportion to their Partnership Interests (generally construed as The Capital Account) at the end of the fiscal year.

Section 6.2 Limitation on Liability for Losses Chargeable to Limited Partners. No Limited Partner shall personally be liable for any of the losses of the Partnership beyond his capital interest in the Partnership.

Section 6.3 Distribution of Profits. The earnings of the Partnership shall be distributed at least annually except that earnings of may be retained by the Partnership and transferred to Partnership capital if required for the reasonable needs of the business.

ARTICLE VII

Administrative Provisions

Section 7.1 Management. The business of the Partnership shall be under the exclusive control of the General Partners. The Limited Partners shall not participate in the management of the business of the Partnership.

Section 7.2 Time Devoted by General Partner. The General Partners are required to devote to the business of the Partnership such time as is reasonable and prudent.

Section 7.3 Banking. All funds in the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the General Partners. All withdrawals therefrom shall be made upon checks signed by at least one (1) of the General Partners. A General Partner shall have all the rights and powers, and be subject to all the restrictions and liabilities, of a Partner in a Partnership without Limited Partners, except that without the written consent or ratification of the specific act by all the Limited Partners, a General Partner or all of the General Partners have no authority that is specifically denied them according to the IDAHO Limited Partnership Act.

Section 7.5 Validity. If any portions of this Agreement shall be held invalid or inoperative, then, insofar as it is reasonable and possible

(a) The remainder of this Agreement shall be considered valid and operative, and

(b) Effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 7.6 Indemnification. The Partnership shall promptly indemnify each Partner for payments reasonably made and personal liabilities reasonably incurred by him in the ordinary conduct of Partnerhsip business, or for the preservation of its business or property.

Section 7.7 Powers of General Partner. The General Partner shall conduct the business of the Limited Partnership with full and complete power to do any and all things, including acting through a Managing General Partner or through any duly authorized manager or other agent, except as otherwise provided herein; and the General Partner shall use its reasonable efforts to provide that each Limited Partner has the full enjoyment of its Partnership interest. Such General Partner shall have and is hereby granted the usual, proper and necessary authority and powers to manage, control, operate, conduct and carry on the business of the Partnership; keep the books and records thereof; employ, discharge and pay and compensate necessary

employees, clerks and helpers; and have the authority to draw checks and drafts on the Partnership bank accounts. The General Partner shall be under no obligation to spend any of the capital of the Limited Partnership, but he may use such portions thereof as he deems essential for the best interests of the Partnership. The General Partner may by agreement, grant, assign, transfer, lease or let any of the property of the Limited Partners, whether real or personal, in furtherance of the business of the Partnership and, in connections therewith, to execute in the Partnership's name, any and all deeds, documents bills of sale, and other papers pertaining to the business of the Partnership. In order to conduct and carry on the general purposes for which this Limited Partnership is organized, the General Partner may borrow money from time to time for and on behalf of this Limited Partnership from any bank, trust company, savings and loan association, life insurance company, or other individuals or lending agencies; may renew and extend such loans from time to time; may make, execute and deliver promissory notes, endorsements and other obligations of this Partnership as evidence of any such loans; and may secure the payments of such loans and the interest thereon by the pledge, conveyance, mortgage, or assignment in trust of the whole or any part of the property of this Partnership owned at the time or acquired thereafter.

ARTICLE VIII

Salary to General Partner

Section 8.1 Original Salary. Annually, the General Partners shall each receive a reasonable salary for services rendered, which shall be in addition to their respective share of Partnership profits. It is the intention of the parties that each General Partner shall receive reasonable compensation for services rendered by him to the Partnership. His compensation shall be reviewed periodically and adjusted.

ARTICLE IX

Duration of Business; Dissolution; Arbitration

Section 9.1 The Limited Partnership shall continue (a)

until all of the interests in the property acquired by it have been sold or disposed of, or have been abandoned; or (b) until dissolved and terminated as provided for hereinbelow.

Section 9.2 The Limited Partnership shall not be terminated by the death, insanity, bankruptcy, withdrawal or expulsion of any Limited Partner; by the assignment by any Limited Partner of his Interest; or by the admission of a new Limited Partner; or admission of an additional General Partner.

Section 9.3 The General Partner may terminate the interest of a Limited Partner and expel him; (a) for interfering in the management of the Limited Partnership affairs or otherwise engaging in conduct which could result in the Limited Partnership losing its tax status as a partnership; (b) if the conduct of a Limited Partner tends to bring the Limited Partnership into disrepute or his interest becomes subject to attachment, garnishment, or similar legal proceedings; or (c) for failing to meet any commitment to the General Partner in accordance with any written undertaking. In each of the foregoing events, the termination shall not result in a forfeiture to the Limited Partner of the value of his interest(s) in the Partnership at the time of termination.

Section 9.4 Upon the written consent or affirmative vote of Limited Partners owning 75% of the then outstanding Partnership Interests, the General Partner may be removed if, simultaneously with such removal, a successor General Partner is elected by the Limited Partners owning 75% of the then outstanding Partnership Interest.

Section 9.5 The Limited Partnership shall be dissolved only upon the occurrence of any of the following events:

a. The written consent or affirmative vote to dissolve the Limited Partnership of Limited Partners owning more than 60% of the then outstanding Partnership Interests.

b. The failure to elect a successor to the General Partner simultaneously with the removal of the General Partner in accordance with Section 9.4.

c. The bankruptcy or dissolution (except by way of merger, consolidation or corporate organization or reorganization or death, insanity, or retirement of the surviving General Partner.) Provided, that in any such event the Limited Partners owning more than 50% of the then outstanding Partnership Interests may determine to re-form the Limited Partnership and elect a new General Partner in place of the General Partner and continue the Partnership's business; in such event, the Limited Partnership shall be dissolved and all of its assets and liabilities shall be contributed to a new Limited Partnership which shall be formed and all parties to this agreement (except the General Partner) and such new General Partner shall become parties to such new Limited Partnership. For purposes of obtaining the required vote to re-form the Partnership, Limited Partners owning 10% or more of the then outstanding Partnership Interests may cause to be sent to Limited Partners of record as of a date no more than 20 days prior to the date fixed by such Limited Partners for holding a Partnership meeting, a notice setting forth the purpose of the meeting. Expenses incurred in the reformation, or attempted reformation, of the Partnership shall be deemed expenses of the Limited Partnership.

d. The disposition or sale of all interests in real estate and other Partnership assets.

e. The expiration of the time period set forth in Article II.

f. Voluntary dissolution of the Partnership by agreement of the Partners.

g. The entry of a dissolution decreee or judicial order by a court of compentent juristdiction or by operation of law.

Section 9.6 In the event of dissolution and final termination:

a. The General Partner shall wind up the affairs of the Limited Partnership, shall sell all the Limited Partnership assets as promptly as is consistent with obtaining, insofar as possible, the fair value thereof, and

after paying all liabilities, and including all costs of dissolution, and subject to the right of the General Partner to set up such cash reserves liabilities or obligations of the Limited Partnership, shall distribute the remainder ratable to the Partners pursuant to the relevant provisions of this agreement.

ARTICLE X

Transfer of Interest of a Limited Partner

Section 10.1 Sale. A Limited Partner acting through the custodian, may sell his Partnership interest, but only after he has first offered it to the Partnership as follows:

a. The Limited Partner shall give written notice to the Partnership that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser to buy the interest. This offer shall be complete in all details of purchase price and terms of payment. The Limited Partner shall certify that the offer is genuine and in all respects what it purports to be.

b. For 30 days from receipt of the written notice from the Limited Partner, the Partnership shall have the option to retire the interest of the Limited Partner at the price and on the terms contained in the offer submitted by the Limited Partner.

c. If the Partnership does not exercise the option to acquire his Interest, the Limited Partner shall be free to sell his Partnership Interest to the said prospective purchaser for the price, and on the terms contained in the certified offer submitted by the Limited Partner.

Section 10.2 Assignment. A limited Partner may assign his Partnership Interest to other Limited Partners without the consent of any other Limited Partner.

Section 10.3 Substituted Limited Partner. No assignee or transferee of the whole or any portion of a Limited Partner's Interest in the Limited Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

a. The General Partner in its sole and absolute

discretion has consented in writing to the admission of the assignee as a substituted Limited Partner;

b. The fully executed and acknowledged written instrument of assignment which has been filed with the Limited Partnership sets forth the intention of the assignor that the assignee become a substitute Limited Partner;

c. The Limited Partnership Interest being acquired by the assignee consists of 100% of the assigning Limited Partner's Interest.

d. The assignor and assignee execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this agreement and his execution, acknowledgement and delivery to the General Partner of a Power of Attorney, the form and content of which shall be provided by the General Partner; and

e. A reasonable transfer fee, not exceeding $1,000.00 has been paid by assignee to the Limited Partnership.

The General Partner may elect to treat an assignee who has not become a substituted Limited Partner as a substituted Limited Partner in the place of his assignor should it deem, in its sole discretion, that such treatment is in the best interest of the Limited Partnership for any of its purposes or for any of the purposes of this agreement.

No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except that a Limited Partner who assigns his interest must evidence his intention that his assignee be admitted as a substituted Limited Partner in his place and execute any instruments required in connection therewith.

The General Partner will be required to amend the agreement of Limited Partnership only quarterly to reflect the substitution of Limited Partners. Until the agreement of Limited Partnership is so amended, an assignee shall not become a substituted Limited Partner.

Upon the death or legal incompetency of an individual Limited Partner, his personal representative shall have all of the rights of a Limited Partner for the purpose of settling or managing his estate, and such power as the decendent or incompetent possess to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity, of a Limited Partner not an individual, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of effecting the orderly winding up and dispostion of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Anything in this agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of Interests in this Limited Partnership shall transfer, assign or encumber all or any portion of his interests in the Limited Partnership during any fiscal year if such transfer, assignment or encumbrance would (in the sole and unreviewable opinion of the General Partner) result in the termination of the Partnership for purposes of the then-applicable provisions of the Internal Revenue Code of 1954, as amended.

In the event a vote of the Limited Partners shall be taken pursuant to this agreement for any reason, a Limited Partner shall, solely for the purpose of determining the number of Partnership interests held by him in weighting his vote, be deemed the holder of any Partnership Interests assigned by him in respect of which the assignee has not become a substituted Limited Partner.

Anything in this agreement to the contrary notwithstanding, no Limited Partner or other person who has become the holder of interests in the Partnership shall

transfer, assign, or encumber all or any portion of his interests in the Limited Partnership unless obtaining the prior written consent of the Director of the Securities Commission of the State of Idaho, if required under the Commission's rules and the opinion of counsel for the Partnership so that the transfer will not violate any federal or state securities laws.

ARTICLE XI

Voluntary Dissolution

Section 11.1 Winding Up the Partnership. On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during the period of liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows:

a. Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.

b. Payment to Partners for unpaid salaries and for the credit balances in their drawing accounts.

c. Payment to the Partners of credit balances in their capital accounts.

Section 11.2 Gains or Losses in Process of Liquidation. Any gain or loss on dispostion of Partnership properties in liquidation shall be credited or charged to the Partners in the proportions of their interest in profits or losses as specified in Section 6.1. Any property distributed in kind in liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributred in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in the proportions of their interests in profits and losses as specified in Section 6.1.

ARTICLE XII

Amendments

Except with respect to vested rights of the Partners, this Partnership Agreement may be amended at any time by a

majority vote as measured by the interest in the sharing of profits and losses. A copy of any amendment shall be promptly mailed or delivered to each Partner at his or her last know address.

ARTICLE XIII

Power of Attorney

Each Limited Partner makes, constitutes and appoints the General Partners, with full power of substitution, his true and lawful attorneys for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, file and record this Agreement, and to sign, execute, certify, acknowledge, file and record al appropriate instruments amending this Agreement as now hereafter amended, including, without limitation, agreements or other instruments or documents: (i) to reflect the exercise by the General Partnrs of any of the powers granted to them under this agreement; (ii) to reflect any amendments duly made to the agreement; (iii) to reflect the admission to the Partnership of a substituted Limited Partner or the withdrawal of any Partner, in the manner prescribed in this Agreement; and (iv) which may be required of the Partnership or of any Partner by the laws of our State or any other jurisdiciton or governmental agency. Each Limited Partner authorizes such attorneys-in-fact to take any further action which such attorneys-in-fact shall consider necessary or advisable to be done in and about the foregoing (including the power to consent to items (i),(ii),(iii) and (iv) above as fully as such Limited Partner might or could do if personally present) and hereby ratifies and confirms all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof.

GENERAL PARTNERS

Lloyd Stolworthy

LLOYD STOLWORTHY

Lucille Stolworthy

LUCILLE STOLWORTHY

LIMITED PARTNERS

Lloyd Stolworthy

LLOYD STOLWORTHY

Lucille Stolworthy

LUCILLE STOLWORTHY

Karen Stolworthy

KAREN STOLWORTHY

Karen Stolworthy

KAREN STOLWORTHY AS CUSTODIAN FOR

LARRY L. NEWMAN
CAROLYN NEWMAN
JANET NEWMAN

KATHLEEN L. LAYNE

KATHLEEN L. LAYNE AS CUSTODIAN FOR

NICOLE LAYNE
JANET LAYNE

Jay L. Stolworthy

JAY L. STOLWORTHY

Meri Lyn Stolworthy

MERILYN STOLWORTHY

Jay L. Stolworthy

JAY L. STOLWORTHY AS CUSTODIAN FOR

MELISSA STOLWORTHY
LLOYD DON STOLWORTHY
JASON STOLWORTHY
AMANDA STOLWORTHY
ANDREW STOLWORTHY

DAVID EDWARD STOLWORTHY

BRENDA KAY STOLWORTHY

DAVID EDWARD STOLWORTHY AS CUSTODIAN FOR

THERESA STOLWORTHY
NANCY STOLWORTHY
DAVID WILLARD STOLWORTHY

MEMORANDUM OF GIFT

THIS MEMORANDUM OF GIFT is made and executed this 15 day of OCTOBER, 1982, by LLOYD STOLWORTHY and LUCILLE STOLWORTHY, residents of Idaho Falls, Idaho, hereinafter referred to as "DONORS".

The Donors being in good health are desirous of making certain gifts to their children while the Donors can enjoy observing the benefits that such gifts will bring and in order that their children may not have the responsibility of using said property;

NOW THEREFORE, by virture of the love and affection which the Donors have for the Donees, the Donors hereby make the following gifts of interest in THE LLOYD STOLWORTHY FAMILY LIMITED PARTNERSHIP "B".

NAME OF DONEE	PERCENTAGE INTEREST
Karen Stolworthy	2.42%
Karen Stolworthy as Custodian for:	7.26%
Larry L. Newman	
Carolyn Newman	
Janet Newman	
Kathleen L. Layne	2.42%
Kathleen L. Layne as Custodian for:	4.84%
Nicole Layne	
Janet Layne	
Jay L. Stolworthy	2.42%
Merilyn Stolworthy	2.42%
Jay L. Stolworthy as Custodian for:	12.10%
Melissa Stolworthy	
Jason Stolworthy	
Lloyd Don Stolworthy	
Amanda Stolworthy	
Andrew Stolworthy	
David Edward Stolworthy	2.42%
Brenda Kay Stolworthy	2.42%
David Edward Stolworthy as Custodian for:	7.26%
Theresa Stolworthy	
Nancy Stolworthy	
David Willard Stolworthy	

The above gifts are to be effective as of the date of this Memorandum and the interest described shall be transferred as of this date.

Executed the day and year first above written.

Lloyd Stolworthy
LLOYD STOLWORTHY

Lucille Stolworthy
LUCILLE STOLWORTHY

Karen Stolworthy hereby acknowledges receipt of the above described security as Custodian for the above minor children under the Idaho Uniform Gift to Minors Act.

Dated this 16 day of OCT, 1982.

Karen Stolworthy
Karen Stolworthy, Custodian

Kathleen L. Layne hereby acknowledges receipt of the above described security as Custodian for the above minor children under the Idaho Uniform Gift to Minors Act.

Dated this _____ day of _____, 19____.

_____
Kathleen L. Layne, Custodian

Jay L. Stolworthy hereby acknowledges receipt of the above described security as Custodian for the above minor children under the Idaho Uniform Gift to Minors Act.

Dated this _____ day of _____, 19____.

Jay L Stolworthy
Jay L. Stolworthy, Custodian

David Edward Stolworthy hereby acknowledges receipt of the above described security as Custodian for the above minor children under the Idaho Uniform Gift to Minors Act.

Dated this _____ day of _____, 19____.

_____
David Edward Stolworthy, Custodian