CERTIFICATE OF AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

entered into this 23 day of _______, 1978, among V. MELVIN BROWN, of Idaho Falls, Bonneville, County, Idaho, in his capacity as both a General Partner and a Limited Partner in Penoyer Farms, Ltd., RICHARD L. CASTLETON, of Salt Lake City, Salt Lake County, Utah, in his capacity as a General Partner in Penoyer Farms, Ltd., and RICHARD L. CASTLETON of Salt Lake City, Salt Lake County, Utah, in his capacity as a General Partner in Cass Enterprises, a partner-ship with its principal place of business in Salt Lake City, Salt Lake County, Utah, in its capacity as a Limited Partner of Penoyer Farms, Ltd.

NOW, THEREFORE, in consideration of the mutual coverants contained herein, the parties agree to be bound by the terms of this Agreement.

AMENDMENT OF PARTNERSHIP AGREEMENT.

Paragraph 5.2 of the Agreement of Limited Partnership of Penover Farms, Ltd., is hereby amended to read as follows:

5.2 Tax Allocation. Pursuant to Section 704 of the Internal Revenue Code and for purposes of any applicable state or local income tax law all income, gains, losses, deductions and credits of the partnership shall be allocated among the partners in the manner provided in paragraph 5.1 above. Notwithstanding anything to the contrary, if for a fiscal year of the partnership any item of investment tax credit on property operated or managed by the partnership on the last day of said year is available to a partner to the exclusion of the partnership, such partner's share of the partnership's investment tax credit shall be reduced so that such partner's investment tax credit for such year is equal to the amount of investment tax credit to which such partner would have been entitled as a partner of the partnership if such property had belonged to the partnership on the last day of such

year. Any reduction in any partner's share of investment tax credit of the partnership under the immediately preceding sentence shall be allocated to the other partners proportionately on the basis of their partnership units.

Notwithstanding the provisions of the preceding paragraph, the operating losses for the Month of December 1978 shall be allocated as follows:

Limited Partners

Castleton's Development Corp. 73.333% Morris A. Kjar 26.667%

Losses for 1979 and subsequent periods shall be allocated among the partners in accordance with partners percentage interests as defined in this paragraph 5.1 above.

At such time as the partnership operates at a profit, the first operating income shall be allocated first to Castletons, Inc., and Morris A. Kjar in amounts equal to the December 1978 losses specially allocated above. Subsequent operating income shall be allocated among the partners in accordance with partners' percentage interests as defined in this paragraph 5.1 above.

II. NOTE TO MEL BROWN COMPANY

That Promissory Note evidencing the indebtedness of Penoyer Farms, Ltd., to Mel Brown Company, a copy of which constituted Exhibit "C" to the original Agreement of Limited Partnership is void.

III. SALE OF LIMITED PARTNERSHIP UNITS.

Penoyer Farms, Ltd., in consideration of Two
Hundred Twenty Thousand Dollars (\$220,000.00) cash received
from Castletons, Inc., hereby issues to Castletons, Inc.,
a Utah corporation, twenty-two (22) Limited Partnership
Units in Penoyer Farms, Ltd. Penoyer Farms, Ltd., in consideration of Eighty Thousand Dollars (\$80,000.00) cash
received from Morris A. Kjar, hereby issues to Morris A.
Kjar eight (8) Limited Partnership Units in Penoyer Farms,
Ltd.

IV. CONSENT TO AMENDMENT.

Section 15 of the Agreement of Limited Partnership

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which governs Penoyer Farms, Ltd., provides that said Agreement of Limited Partnership may not be amended except with the written agreement executed by the General Partners and persons owning the majority of the Limited Partnership Units. Richard L. Castleton and V. Melvin Brown, as General Partners, and Cass Enterprises, Inc., acting through Richard L. Castleton, one of its General Partners, hereby consent to this Amendment to the Agreement of Limited Partnership of Penoyer Farms, Ltd.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PENOYER FARMS, LTD.

Melvin Brown

MEL BROWN COMPANY, an Idah

Melvin Brown, President

CASS ENTERPRISES, INC., a limited partnership,

Richard L. Castleton,

General Partner

STATE OF IDAHO

	County of Bonneville)	~
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	TERCATOR A. MEDIATH DECIMA	I. KDOWN TO MO TO BO THE DAMES
	whose name is affixed to	the foregoing AMENDMENT TO ACRES.
	THERE OF THEFTED PARTNERS	HIP, and acknowledged to me that behalf of PENOYER FARMS, LTD.
	and Caronacea che same on	benall of PENOYER FARMS, LTD.
	IN WITNESS WHEREOF,	I have hereunto set'my hand and the day and year in this certifi-
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,	County of)	
	On this 27 day of	Pr. 1
	undersigned Notary Publi	c for said state, personally appeared
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	PARTNERSHIP, and acknowl	edged to me that he executed the same MS, LTD.
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77711111	County of Bonneville)	
€.	On this 2 2 day of	P
	the undersigned Notary P	Determines, 1977, before me, ublic for said state, personally
	appeared V. MELVIN BROWN	, known to me to be the President
	OF MEE DROWN COMPANY, an	Idaho corporation and acknowledged
	TO ME CHAL HE EXECUTED FI	TO TOTAKNINA AMDRIDHERIM MO ACOMOTOMA AM
		ehalf of said corporation.
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STATE OF)
County of) ss.)
On this 27 day of the undersigned Notary P appeared RICHARD L. CAST partner of CASS ENTERPRI and acknowledged to me t	ublic for said state, personally LETON, known to me to a general SES, INC., a limited partnership hat he executed the foregoing F LIMITED PARTNERSHIP on behalf onc.
IN WITNESS WHEREOF, affixed my official seal	I have hereunto set my hand and the day and year in this certif
cate first above written	. / / /
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84115	. \ \ /
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5 - AMENDMENT TO PARTNERSHIP AGREEMENT

The undersigned hereby consent to the foregoing Amendment to Agreement of Limited Partnership.

FILED AND RECORDED AT REQUEST OF DAVID H. DBY

AV. 6, 1979

AT. MINISTES PAST / O'CLOCK

PLAN EN BOOK 5/3 LINCOLN

COUNTY, NEVADA.

COUNTY NEVADA.

COUNTY NEVADA.