

AMENDED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PENoyer FARMS, LTD.

STATE OF NEVADA )  
(ss.  
COUNTY OF LINCOLN)

We, the undersigned, having previously formed a Limited Partnership pursuant to the laws of the State of Nevada and being desirous to amend the original Certificate of Limited Partnership to reflect changes that have been made to the Partnership and having been first duly sworn, do certify as follows:

1. The name of the Limited Partnership is PENoyer FARMS, LTD., which is hereinafter referred to as "the Partnership".
2. (a) The character of the business of the Partnership shall be the acquisition, farming and exploitation of certain real and personal property located within and/or without the State of Nevada.  
(b) Any person dealing with the Partnership or its properties shall be entitled to rely fully on any deed, mortgage, bill of sale, contract, note or other written instrument signed by all the General Partners, in the name and/or on behalf of the Partnership.
3. The principal place of business of the Partnership in the State of Nevada is Lincoln County, Nevada. The Partnership may have such other offices in or out of the State of Nevada or the State of Idaho as the General Partners may determine.

4. The name and place of residence of each General Partner of the Partnership are as follows:

<u>Name</u>	<u>Address</u>
Richard L. Castleton	973 Joshua Circle St. George, Utah 84770
Gary Castleton	Star Route - Box 39 Alamo, Nevada 89001
Mark Castleton	Star Route - Box 38 Alamo, Nevada 89001

The name and place of residence of each Limited Partner of the Limited Partnership are as follows:

<u>Name</u>	<u>Address</u>
Boyd Wecker	2137 Monticello Idaho Falls, Idaho 83401
Devon R. Ivie	1911 Niagra Idaho Falls, Idaho 83401
Arnold Hillam	331 East 25th Street Idaho Falls, Idaho 83401
Z. J. Egbert	Ashton, Idaho 83420
Castleton Enterprises, a Utah corporation	2340 South 900 West Salt Lake City, Utah 84119
Richard L. Castleton	973 Joshua Circle St. George, Utah 84770

5. The term of the Partnership shall commence on the day upon which the Certificate of Limited Partnership is duly filed and shall continue until the business of the Partnership shall have terminated or until the Partnership is dissolved by law or the election of the partners.

6. (a) The share of the net profits or other compensation by way of income which each partner shall receive by reason of his past contributions as follows:

<u>Name of General Partners</u>	<u>% Ownership</u>
Richard L. Castleton	42.00
Mark Castleton	1.50
Gary Castleton	1.50

<u>Name of Limited Partner</u>	<u>% Ownership</u>
Castleton Enterprises	47.27
Richard L. Castleton	5.27
Devon Ivis	.75
Boyd Wecker	.75
Z.J. Egbert	.60
Arnold Hillam	.36

(b) The Limited Partners have not agreed to make any additional contributions.

7. Each fiscal year of the Partnership the profits of the Partnership shall be shared and the losses of the Partnership shall be borne by the Partners, General and Limited, on the basis of the percentages established by dividing the number of Partnership units owned by all Partners on the last day of such fiscal year.

8. Rights to assign a Limited Partnership interest are subject to rights of first refusal held by the Partnership and the Partners. As condition to his admission as a substituted Limited Partner (a) any assignee, legatee, distributee, transferee, or successor of a Limited Partner shall execute and deliver such instruments, in form and substance satisfactory to the General Partners as the General Partners shall deem necessary or

desirable to cause him to become a substituted Limited Partner, including but not limited to, a copy of the Certificate of Limited Partnership and a copy of this agreement, and (b) such assignee, legatee, distributee, transferee or successor shall pay all reasonable expenses in connection with his admission as a substituted Limited Partner, including but not limited to, the cost of preparation and filing of any desirable amendment of the Certificate of Limited Partnership.

9. Additional Limited Partners can be admitted to the Partnership with the written consent of all the General Partners and the payment of their Partnership units.

10. The remaining General Partner has the right to reconstitute the Partnership, form a new Partnership, and continue the Partnership's business upon the termination of the Partnership.

11. The Limited Partners have the right to vote on the amendment of the Partnership Agreement.

GENERAL PARTNERS:

*Richard L. Castleton*  
Richard L. Castleton  
*Mark Castleton*  
Mark Castleton  
*Gary Castleton*  
Gary Castleton

LIMITED PARTNERS:

*Richard L. Castleton*  
Richard L. Castleton  
*Devon Ivie*  
Devon Ivie  
*Boyd Wecker*  
Boyd Wecker  
*E. J. Egbert*  
E. J. Egbert  
*Arnold Hillam*  
Arnold Hillam

Castleton Enterprises

by: *Gary Castleton*

No. 81334  
FILED AND RECORDED AT REQUEST OF  
Gary Castleton  
Dec. 16, 1985  
AT 20 MINUTES PAST 4 O'CLOCK  
P M IN BOOK 69 OF OFFICIAL  
RECORDS, PAGE 157 LINCOLN  
COUNTY, NEVADA

YURIKO SETZER  
DEPUTY RECORDER  
By *Mara Cordie*, Deputy -4-