

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
L. 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 Ivie	.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 by R.L. Castleton
Devon Ivie *attorney in fact*
Boyd Wecker by R.L. Castleton
Boyd Wecker *attorney in fact*
Dr. J. Egbert by R.L. Castleton
Dr. J. Egbert *attorney in fact*
Arnold Hillan by R.L. Castleton
Arnold Hillan *attorney in fact*
Castleton Enterprises
by: *Richard L. Castleton*

STATE OF UTAH)
COUNTY OF _____) : ss.

On the 31st day of Dec., 1985, RICHARD L. CASTLETON,
personally known to me to be one of the persons whose names
are subscribed to the foregoing Amended Certificate of Limited
Partnership, appeared before me in person and acknowledged that
he executed the same.

John E. Oldham
Notary Public
Residing at Salt Lake City, Ut.

My Commission Expires:
Aug 10, 1987

STATE OF UTAH)
COUNTY OF _____) : ss.

On the 31st day of Dec., 1985, MARK R. CASTLETON,
personally known to me to be one of the persons whose names
are subscribed to the foregoing Amended Certificate of Limited
Partnership, appeared before me in person and acknowledged
that he executed the same.

John E. Oldham
Notary Public
Residing at Salt Lake City, Ut.

My Commission Expires:
Aug 10, 1987

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the 31st day of Dec, 1985, GARY CASTLETON,
personally known to me to be one of the persons whose names
are subscribed to the foregoing Amended Certificate of Limited
Partnership, appeared before me in person and acknowledged
that he executed the same.

John E. Allham
Notary Public
Residing at Salt Lake City, UT

My Commission Expires:

Aug 10, 1987

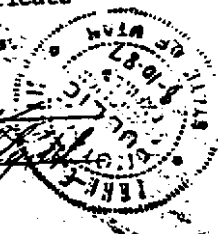
STATE OF UTAH)
) ss.
COUNTY OF _____)

On the 31st day of Aug, 1985, Richard Platt
personally known to me to be the person whose name is subscribed
to the foregoing Amended Certificate of Limited Partnership,
who declared to me that he is the attorney-in-fact for Devon
Ivie, Boyd Wecker, Z. J. Egbert and Arnold Hillam, limited
partners, and that he signed the foregoing Amended Certificate
of Limited Partnership in behalf of said limited partners.

John E. Allham
Notary Public
Residing at Salt Lake City, UT

My Commission Expires:

Aug 10, 1987



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

On the 31st day of Dec., 1985, personally appeared before me DAVID B. CASTLETON, who having first been duly sworn, declared that he is the President of Castletons Enterprises, a Utah corporation, and that the foregoing Amended Certificate of Limited Partnership was signed in behalf of said corporation, by authority of a resolution of its Board of Directors, and said David B. Castleton further acknowledged to me that said corporation executed the same.

John E. Robinson
Notary Public
Residing at Salt Lake City, UT



My Commission Expires:

Aug 10, 1987

No. 84484
FILED AND RECORDED AT REQUEST OF
Richard Castleton
Jan. 10, 1986
AT 15 MINUTES PAST 11 O'CLOCK
A M IN BOOK 69 OF OFFICIAL
RECORDS, PAGE 378 LINCOLN
COUNTY, NEVADA.

YURIKO SETZER
COUNTY RECORDER
By 7/1/86 [Signature] Deputy