

1
2 CERTIFICATE OF LIMITED PARTNERSHIP

3 OF

4 M AND M LIMITED PARTNERSHIP

5
6 The undersigned, desiring to form a limited partnership
7 pursuant to the laws of the State of Idaho and being all the
8 members of such limited partnership, having signed and sworn to
9 this Certificate, certify as follows:

10 1. Name. The name of the limited partnership is M AND
11 M LIMITED PARTNERSHIP.

12 2. Business. The character of the business of the
13 partnership is Farming and Ranching.

14 3. Name and Address of Registered Agent. The name and
15 address of the registered agent of the limited partnership is
16 Reginald Edgar Meaker, Route B, Box 326, Grand View, Idaho 83624.
17 The principal place of business of the limited partnership is Grand
18 View, Idaho, or such other place as may from time to time be
19 designated by the general partners.

20 4. The Name and Business Address of Each Partner. The
21 general partners are:

22 Reginald Edgar Meaker and
23 Holly Meaker
24 Route B, Box 326
25 Grand View, ID 83624

26 The limited partners are:

27 Meaker Trust
28 Route B, Box 326
Grand View, ID 83624

Holly Meaker
Route B, Box 326
Grand View, ID 83624

5. Contributions by Partners:

General Partners:

Reginald Edgar Meaker and
Holly Meaker

\$155,000 cash and
equity in real estate,
farm equipment, and
livestock

1 Limited Partners:

2 Class A Units:

3 Meaker Trust \$200,000 cash, real
4 estate, stock, etc.

5 Class B Units;

6 Meaker Trust \$604,000 cash, real
7 estate, stock, etc.

8 Holly Meaker \$330,000 cash and
9 equity in real estate,
10 farm equipment, and
11 livestock

12 TOTAL \$1,289,000

13 6. Additional Contribution by Partners: None of the
14 general partners or the limited partners are required to make any
15 additional contributions to the partnership.

16 7. Power of Limited Partner to Assign Any Part of
17 Partnership Interest. No limited partner may assign, pledge or
18 apothecate or in any manner transfer his interest in the
19 partnership without the written consent of all partners.

20 8. Time at Which or the Events on the Happening of
21 Which a Partner May Terminate his Membership in the Limited
22 Partnership. The partnership continues until July 9, 1981, unless
23 terminated sooner by unanimous agreement of all partners. Upon
24 termination of the partnership the assets will be liquidated, the
25 partnership creditors paid, and the partners will be paid their
26 share of undrawn profits and their respective contributions to the
27 capital of the partnership.

28 9. Right of Partners to Receive Distribution of Property.
No partner shall have the right to receive any distribution of
property or cash of the partnership. Earned profits may be paid to
the partners only upon the consent of the general partners or upon
termination.

 10. Right to Receive Partner's Contribution. The
original contribution of the partners will be paid to them only
upon termination of the partnership.

 11. Events Upon Which the Limited Partnership is to be
Dissolved and its Affairs Wound up. The limited partnership will
be dissolved only upon the death of a general partner or upon the
termination of the limited partnership as provided by the
partnership agreement.

1 12. Right of Remaining General Partner to Continue
2 Business on Death of General Partner. The remaining general
3 partner may continue the business on the death of a general partner
4 upon agreement with the remaining partners.

5 13. Other Matters. The business of the partnership may
6 be continued upon the death, retirement, or incapacity of the
7 general partner.

8 IN WITNESS WHEREOF this Certificate is signed and sworn
9 to this 27 day of December, 1982.

10 GENERAL PARTNERS:

Reginald Edgar Meaker
REGINALD EDGAR MEAKER

Holly Meaker
HOLLY MEAKER

11 LIMITED PARTNERS:

MEAKER TRUST

12 By Reginald E. Meaker
13 Trustee

Holly Meaker
HOLLY MEAKER

14 STATE OF IDAHO)
15 County of Owyhee) ss.

16 On this 27th day of December, 1982, before me,
17 the undersigned, a Notary Public in and for said County and State,
18 personally appeared REGINALD EDGAR MEAKER and HOLLY MEAKER, known
19 to me to be the persons whose names are subscribed to the foregoing
20 instrument, and acknowledged to me that they executed the same.

21 IN WITNESS WHEREOF, I have hereunto set my hand and
22 affixed my official seal the day and year last above written.

Denton T. Graves
Notary Public for State of Idaho
Residing at Grandview

