



Department of State.

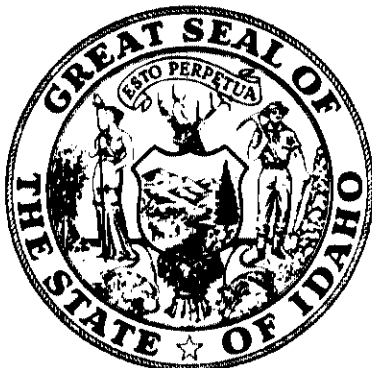
**CERTIFICATE OF REGISTRATION
OF**

MAGIC VALLEY INVESTMENT GROUP, A LIMITED PARTNERSHIP

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **MAGIC VALLEY INVESTMENT GROUP, A LIMITED PARTNERSHIP** for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to **MAGIC VALLEY INVESTMENT GROUP, A LIMITED PARTNERSHIP** to transact business in this State under the name **MAGIC VALLEY INVESTMENT GROUP, A LIMITED PARTNERSHIP** and attach hereto a duplicate original of the Application for Registration.

Dated **January 17, 1983**



Pete T. Cenarrusa

SECRETARY OF STATE

by: _____

JAN 17 1982

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8. (Continued)

Name	General or Limited	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated 1 - 10, 19 83.

By Howard V. Mathews

A General Partner

STATE OF California)
COUNTY OF Los Angeles) ss:

I, JULIETA L. FAJUT, a notary public, do hereby certify that on this
10th day of JANUARY, 19 83, personally appeared
or proved to me on the basis of satisfactory evidence
before me Howard V. Mathews, personally known to me, who being by me first duly sworn,
declared that he is a general partner of Magic Valley Investment Group, a Limited Partnership

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.



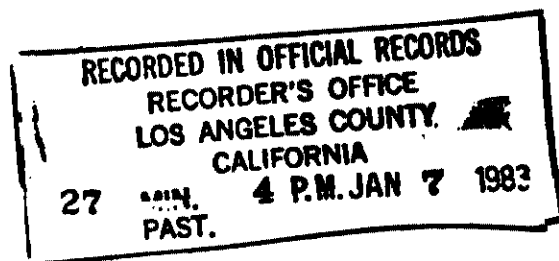
Julieta L. Fajut
Notary Public

RECORDING REQUESTED BY:
B. Martin Davis, Esq.
Reish & Davis, A Law Corporation
233 Wilshire Boulevard, Suite 310
Santa Monica, CA 90401
WHEN RECORDED MAIL TO:
B. Martin Davis, Esq.
Reish & Davis, A Law Corporation
233 Wilshire Boulevard, Suite 310
Santa Monica, California 90401

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REVISED: JUNE 8, 1982



CERTIFICATE AND AGREEMENT

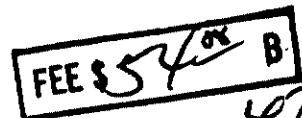
OF

LIMITED PARTNERSHIP

OF

MAGIC VALLEY INVESTMENT GROUP,

A LIMITED PARTNERSHIP



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JAN 17

Prepared by:

REISH & DAVIS
A LAW CORPORATION
617 West Seventh Street
Third Floor
Los Angeles, CA 90017
(213) 689-1020

00317-010 (7E)
102/6489B

INDEX P/A PG 16

CERTIFICATE AND AGREEMENT

OF

LIMITED PARTNERSHIP OF

MAGIC VALLEY INVESTMENT GROUP,
A LIMITED PARTNERSHIP

Agreement of Limited Partnership made this 30th day of May, 1982, among Howard V. Mathews, herein referred to as the General Partner, and all other signatory parties hereto or to any duplicate original of this Agreement, herein referred to as the Limited Partners;

ARTICLE I

FORMATION

Section 1.01 Organization. The parties hereto hereby form a Limited Partnership, herein called the Partnership, under and pursuant to the Uniform Limited Partnership Act as set forth in Title 2, Chapter 2 of the Corporations Code of the State of California.

Section 1.02 Statutory Requirement. The parties hereby shall immediately execute a Certificate of Limited Partnership and cause such a certificate to be filed with the proper agency of the State of California and, thereafter, execute and cause to be filed and otherwise published, such original or amended certificates evidencing the formation and operation of this Limited Partnership whenever the same may be required under the laws of the State of California and of any other states where the Partnership shall determine to do business. The General Partner is hereby authorized and empowered by all the Limited Partners to prepare, file and publish either the original or any amended or modified Certificates of Limited Partnership as may be necessary or desirable and each Limited Partner specifically designates and appoints the General Partner, for and on his behalf as his attorney for the exclusive purposes of signing and attesting to such original or amended Certificates of Limited Partnership.

Section 1.03 Purposes of Partnership. The purpose of this Partnership shall be to acquire, own, hold, manage, expand, sell, exchange, lease and operate that certain dairy farm known as MAGIC VALLEY DAIRY located in Jerome County, Idaho more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof, and any other business incidental or related thereto.

ARTICLE II

NAMES AND PLACE OF BUSINESS

Section 2.01 Name of Limited Partnership. The name of the Partnership shall be MAGIC VALLEY INVESTMENT GROUP, A LIMITED PARTNERSHIP. The business of the Partnership shall be conducted under such name and under such variations of this name as may be necessary to comply with the laws of other states within which the Partnership may do business or make investments.

The General Partner shall promptly execute and duly file with the proper offices in each state in which the Partnership may conduct the activities hereinafter authorized one or more certificates as required by the Fictitious Name or Assumed Name Act or similar statutes in effect as to each such state in which such activities are so conducted.

The General Partner is hereby authorized and empowered by all the Limited Partners to prepare, file and publish either the original or any amended or modified Certificates of Fictitious Name or Assumed Name as may be necessary or desirable and each Limited Partner specifically designates and appoints the General Partner for and on his behalf as his attorney for the exclusive purposes of signing and attesting to such original or amended Certificates of Fictitious Name or Assumed Name.

Section 2.02 Location of Principal Place of Business. The principal place of business shall be located at 269 Loma Drive, Los Angeles, California 90026, or at such other places designated by the General Partner. Additional places of business may be located elsewhere.

Section 2.03 Names and Addresses or Places of Residence of Partners. The name and address of the General Partner of this Partnership is:

Name	Address
Howard V. Mathews	269 Loma Drive Los Angeles, California 90026,

There are no other general partners of this Partnership and no other person or entity has any right to take part in the active management of the business affairs of the Partnership.

The names and addresses or places of residence of the Limited Partners of this Partnership are set forth on Exhibit "A" attached hereto and by this reference made a part hereof. There are no other limited partners to the Partnership other than those listed in the attached Exhibit "A".

ARTICLE III

TERM OF PARTNERSHIP

Section 3.01 Term. The Partnership shall commence as of the date of this Agreement and shall continue in existence for a period of twenty-five (25) years unless it is sooner terminated, liquidated or dissolved as hereinafter provided.

ARTICLE IV

CONTRIBUTIONS OF CAPITAL

Section 4.01 Capital Contributions. All of the capital to be contributed to the Partnership by the General Partner and all the Limited Partners shall be cash. Such capital shall be contributed by each Partner in two installments, one on or before the date of this Agreement (the "initial capital contribution" herein) and the second on or before June 1, 1983, (the "1983 contribution" herein) and the third on or before June 1, 1984 (the "1984 contribution" herein). The 1983 contribution and the 1984 contribution shall be collectively referred to as the "deferred capital contributions" herein. The initial capital contribution of each Partner shall be the sum set opposite his name on Exhibit "A" attached hereto and referred to as the initial capital contribution. The deferred capital contribution of each Partner shall be the total of the two sums set opposite his name on Exhibit "A" attached hereto and referred to as the deferred capital contribution. Each partner shall be personally liable to the Partnership to contribute to the capital of the Partnership the full amount of his initial capital contribution and his deferred capital contributions.

Section 4.02 Liability of Limited Partners. Except as provided in this section, no Limited Partner shall be liable for the debts, liabilities, contracts or any other obligations of the Partnership in excess of their initial and deferred capital contributions.

The Limited Partners shall each assume primary liability for a portion of the purchase money obligation of the Partnership to the seller of the property to be acquired by the Partnership in accordance with the terms of the agreement of sale and purchase between the Partnership and the seller. The

amount and limitations of each Limited Partner's personal liability shall be governed by that certain Assumption of Liabilities Agreement between the Partnership and each Limited Partner. Under the provisions of such agreements, the Partnership shall pay the seller from funds otherwise distributable to the Limited Partners. However, if the Partnership funds are insufficient to fully satisfy the Limited Partners' obligations to the seller, the seller shall have full recourse against each Limited Partner for his share of such obligations under the terms of such Limited Partner's Assumption of Liabilities Agreement. Furthermore, each Limited Partner irrevocably constitutes and appoints each General Partner as his attorney-in-fact in accordance with Section 13.12 to execute any document which requires the Limited Partners' signatures to carry out the terms of this Section and such Assumption of Liabilities Agreements.

Section 4.03 Failure to Make Deferred Capital Contributions. If any Partner fails to make his deferred capital contribution in cash on or before the due date(s) set forth in Section 4.01, such Partner's interest in the Partnership shall be deemed to have been forfeited and such Partner shall have no further interest in the Partnership whatsoever.

Section 4.04 Units. The Partnership interest shall be divided into capital units, each full unit representing one-hundredth (1/100th) of the entire interest of the Partnership.

ARTICLE V

PROFITS AND LOSSES

Section 5.01 Profit and Loss Sharing by Partners. Any and all profits and losses, tax credits, or deficiencies suffered or incurred in or about the business of the Partnership shall be allocated to and borne by each Partner in the ratio that his number of capital units owned bears to the aggregate total of capital units on the date of distribution; provided, however, that except as otherwise provided in Section 4.02 no Limited Partner shall in any event be liable for any losses in excess of the sum of his initial and deferred capital contributions.

Section 5.02 Cash Distributions. The General Partner shall review the financial status of the Partnership annually. The General Partner shall thereafter determine the amount of Partnership funds which shall be for distribution to the Partners. Because of the nature of the dairy farming business, including the customary practice of purchasing feed and other

supplies on an annual basis, and the cash needs of the Partnership to increase the dairy herd and fund heifer raising activities, it is anticipated that cash distributions will be available only once each year beginning in 1986.

In any event, funds that the General Partner deems necessary to retain shall not be distributed to the Partners.

All the Partners herein, both Limited and General, agree that all funds available for distribution from any source, including, but not limited to, cash flow generated from normal operations or sale of all or a portion of Partnership property, shall be allocated and distributed to each of the Partners as follows:

(i) One hundred percent (100%) of all funds available for distribution shall be allocated and distributed to the General Partner and the Limited Partners in the same ratio as the number of units owned by each of them bears to the total number of units owned by all the Partners until such time as the General Partner and the Limited Partners have received distributions equal to their total capital contributions, and, thereafter, (ii) twenty-five percent (25%) of all funds available for distribution shall be allocated and distributed to the General Partner and seventy-five percent (75%) shall be allocated and distributed to the General Partner and the Limited Partners in the same ratio as the number of units owned by each of them bears to the total number of units owned by all the Partners.

No Partner(s), whether General or Limited, shall have the right to draw out of the capital, retained earnings, or other accounts of the Partnership, in anticipation of expected profits or for any other reasons, any funds other than those available for distribution to all Partners.

ARTICLE VI

OWNERSHIP OF PARTNERSHIP PROPERTY

Section 6.01 Ownership of Property. All real or personal property, including all improvements placed or located thereon, acquired by the Partnership shall be owned by the Partnership, such ownership being subject to the other terms and provisions of this Agreement. Each Partner hereby expressly waives the right to require partition of any Partnership Property or any part thereof.

ARTICLE VII

FISCAL MATTERS

Section 7.01 Partnership Accounting Year. The Partnership's books and records and all required income tax returns shall be kept or made on the calendar year basis. The General Partner shall determine whether the cash or accrual method of accounting is to be used in keeping the Partnership records.

Section 7.02 Books and Records. Full, true and accurate records shall be kept of all matters relating to the business to be conducted by the Partnership, and such books and records shall be kept at the principal office of the business of the Partnership, and shall at all times, be open to the inspection of and may be copied by any of the Partners. Each Partner shall be entitled to have, on demand, true and full information of all things affecting the Partnership and a full and formal accounting of the Partnership affairs whenever circumstances render such formal accounting to be just and reasonable. After the end of each calendar year, a Partnership tax return shall be prepared. Each Partner shall receive a copy, together with instructions as to how to enter Partnership information on his personal tax returns. This will also serve as an annual Statement of Affairs. All of the above duties and services to be performed by the General Partner shall be deemed an expense of the Partnership.

Section 7.03 Partnership Bank Accounts. The General Partner shall receive all monies of the Partnership and shall deposit the same in one or more Partnership banking accounts. All expenditures by the General Partner shall be made by checks drawn against the Partnership banking account.

ARTICLE VIII

MANAGEMENT OF PARTNERSHIP AFFAIRS

Section 8.01 Management.

(A) Control and Management by General Partner. The General Partner shall have sole and exclusive control of the Partnership. Subject to any limitations expressly set forth in this Agreement, the General Partner shall have the powers and authority to take such action from time to time as he may deem to be necessary, appropriate or convenient in connection with the management and conduct of the business and affairs of the Partnership, including without limitation the power to:

(1) Acquire or dispose of real property, subject to the limitations set forth in Section 8.01(B)(3), including any interest therein, for cash, securities, other property, or any combination thereof upon such terms and conditions as the General Partner may, from time to time, determine (including in instances where the property is encumbered, on either an assumption or a "subject to" basis);

(2) Acquire, own, hold, improve, manage and lease such property, either alone or in conjunction with others through partnerships, limited partnerships, joint ventures or other business associations or entities;

(3) Finance the Partnership's activities either with the seller of such property or by borrowing money from third parties, all on such terms and conditions as the General Partner deems appropriate. In instances where money is borrowed for Partnership purposes, the General Partner shall be, and is hereby authorized to pledge, mortgage, encumber and grant securing interest in Partnership properties for the repayment of such loans;

(4) Employ, retain or otherwise secure or enter into other contracts with personnel or firms to assist in the acquisition, developing, improving, managing and general operation of the Partnership properties, including, but not limited to real estate brokers or agents, supervisory, development and/or building management agents, attorneys, accountants, and engineers, all on such terms and for such consideration as the General Partner deems advisable; and

(5) Take any and all other action which is permitted under the Uniform Limited Partnership Act under the laws of the State of California and which is customary or reasonably related to the acquisition, ownership, development, improvement, management, operation, leasing and disposition of real, personal or mixed property.

(B) Rights of Limited Partners. The Limited Partners are herein granted the following rights:

(1) To elect or remove the General Partner as described in Section 8.04.

(2) To amend the Partnership Agreement as described in Section 13.01 or terminate the Partnership as described in Section 12.02.

(3) To agree by more than 50% in interest, not in number in the Partnership on the sale or exchange of all or substantially all of the assets of the Partnership. This does not include transfer of Partnership interest under terms of Section 11.03.

Section 8.02 Responsibility of General Partner. The General Partner shall exercise ordinary business judgment in managing the affairs of the Partnership. Always, unless fraud, deceit or a wrongful taking shall be involved, the General Partner shall not be liable or obligated to the Limited Partners for any mistake of fact or judgment made by the General Partner in operating the business of the Partnership, which results in any loss to the Partnership or its Partners. The General Partner does not, in any way, guarantee the return of the Limited Partners' capital or a profit from the operations of the Partnership. Neither shall the General Partner be responsible to any Limited Partner because of a loss of his investment or a loss in operations, unless it shall have been occasioned by fraud, deceit or a wrongful taking by the General Partner. The General Partner shall devote such attention and business capacity to the affairs of the Partnership as may be reasonably necessary. In this connection, the parties hereby acknowledge that the General Partner may be the manager or general partner of other partnerships and may continue to manage other partnerships, and may continue to engage in other distinct or related businesses.

Section 8.03 Nominees. All Partners recognize that sometimes there are practical difficulties in doing business as a limited partnership, occasioned by outsiders seeking to satisfy themselves relative to the capacity of the General Partner to act for and on behalf of the Partnership, or for other reasons. Therefore, the Limited Partners hereby specifically authorize the General Partner to acquire all real and personal property, arrange all financing, enter contracts and complete all other arrangements needed to effectuate the purposes of this Partnership, either in his own name or in the name of a nominee, without having to disclose the existence of this Partnership. If the General Partner decides to transact the Partnership business in his own name, or in the name of a nominee, he shall place a written declaration of trust in the Partnership books and records that acknowledges the nominee's capacity in which it acts and the name of the true and equitable owner, being the Partnership.

Section 8.04 Removal of General Partner. Any General Partner may be removed by the affirmative vote of seventy-five percent (75%) in interest, not in number, of the Limited Partners. The written notice of the General Partner's removal shall be served upon him by certified mail. Said notice shall set forth the day on which said removal is to be effective, which date shall not be less than thirty (30) days after the service of said notice on the General Partner. Upon the removal of the General Partner, the Limited Partners shall elect a new General Partner, on the vote of fifty one percent (51%) in interest, not in number, of the Limited Partners at a special meeting called for that purpose. The removal of a General Partner shall cause his interest in the Partnership to be converted to a Limited Partnership interest but shall not alter or change its rights or responsibilities pursuant to Sections 11.02 and 11.03 of this Agreement.

Section 8.05 Compensation of General Partners. The General Partner will receive compensation for acting as General Partner. (See Section 5.02 for details).

Section 8.06 Restrictions on Limited Partners. The Limited Partners shall not have either the obligation or the right to take part, directly or indirectly, in the active management of the business and no Limited Partner is authorized to do or perform any act or thing, or deed in the name of or for or on behalf of either the General Partner or the Partnership. No Limited Partner is authorized to and shall not directly or indirectly, have a voice in or take part in the business affairs or business operations of the Partnership. No Limited Partner is authorized to and shall not be permitted to do any act, deed or thing which will cause such Limited Partner to be classified as a General Partner of the Partnership.

ARTICLE IX

LIABILITIES

Section 9.01 Liability of Partners. The liability of the General Partner arising from carrying on the business affairs or operations of the Partnership or for the debts of the Partnership is unrestricted. Except as otherwise provided in Section 4.02, the liability of the Limited Partners with regard to the Partnership in all respects is restricted and limited to the amount of the actual capital contributions that each Limited Partner makes or agrees to make to the Partnership. If additional capital contributions to the Partnership are required and are made by a General Partner, it shall not entitle the General Partner to a greater share of profits or cash distributions of the Partnership than otherwise is provided for by this Agreement.

Section 9.02 Loans to the Partnership. Nothing herein shall prevent or act against a General or Limited Partner loaning money to the Partnership on a promissory note or similar evidence of indebtedness, for a reasonable rate of interest. Any Partner loaning money to the Partnership shall have the same rights regarding the loan as would any person or entity making the loan who was not a Partner of the Partnership.

ARTICLE X

PROHIBITED TRANSACTIONS

Section 10.01 Prohibited Transactions. During the time of the organization or continuance of this Limited Partnership, neither the General or Limited Partners hereof shall do any one of the following:

(A) Use the name of the Partnership (or any substantially similar name) or any trademark or trade name adopted by the Partnership, except in the ordinary course of the Partnership's business;

(B) Disclose to any nonpartner any of the Partnership business practices, trade secrets, or any other information not generally known to the business community;

(C) Do any other act or deed with the intention of harming the business operations of the Partnership;

(D) Do any act contrary to the Partnership Agreement, except with the prior expressed approval of all Partners;

(E) Do any act which would make it impossible to carry on the intended or ordinary business of the Partnership;

(F) Confess a judgment against the Partnership;

(G) Abandon or wrongfully transfer or dispose of Partnership property, real or personal;

(H) Admit another person or entity as a General or Limited Partner.

Further, the General Partner shall not use, directly or indirectly, the assets of this Partnership for any purpose other than carrying on the business of this Partnership, for the full and exclusive benefit of all its Partners.

ARTICLE XI

RESTRICTIONS ON TRANSFERS

Section 11.01 Prohibition Against Transfer. Except as hereinafter set forth, no Limited Partner shall sell, assign, transfer, encumber or otherwise dispose of any interest in the Partnership without the written consent of the General Partner.

Section 11.02 Death or Incompetence of a Limited Partner. If a Limited Partner dies, his executors or administrators (or if he shall become insane, his committee or representative) shall become substituted Limited Partners and shall have the same rights that such Limited Partner would have had if he had not died or had not become insane, and the share of such Limited Partner in the assets of the Partnership shall, until the termination of the Partnership, be subject to the terms, provisions and conditions of this Agreement as if such Limited Partner had not died or become insane.

Section 11.03 Assignability of Partners' Rights and Interest. The interest of any Partner may be transferred or disposed of by will or intestacy to or for the benefit of the deceased Partner's immediate family. His interest may also be transferred during his lifetime by marriage settlement, by gift or by inter vivos trust, to or for the benefit of his immediate family; provided, however, that in respect to the transfers by way of testamentary or inter vivos trust, the trustee is a member of the Partner's immediate family. For this purpose "immediate family" is defined as the husband, wife, adult child, father, mother or adult sister or adult brother of a Partner.

Other than as provided above, each of the Partners agrees that he will not sell, transfer, assign, pledge, encumber, mortgage or otherwise hypothecate the whole or any part of his interest in the Partnership without complying with the subsequent provisions of this Section. All of the above acts will be hereinafter referred to simply as "sell his interest."

In the event that a Partner receives a bona fide written offer for the whole or any part of his interest, which offer is acceptable to him, he must give the other Partners right of first refusal as hereinafter provided. If a Partner wishes to sell, but has no bona fide written offer, he may, after consulting with and obtaining the approval of the General Partner, establish a price and terms to be offered to the other Partners.

In either of the above events, such Selling Party shall offer the units by certified mail to all of the other Partners as a legal offer to sell his interest at a stated price and other definite and certain provisions to make the offer legally binding if accepted. Thereupon each of the other Partners shall notify the General Partner in writing by certified mail within seven (7) days after receipt of the offer as to whether he rejects or accepts such offer. Such offer shall be deemed to have been rejected by any of the Partners whose acceptance of the same is not received by the General Partner by the end of the aforesaid seven (7) day period. Any Partner desiring to purchase less than the entire interest offered shall set forth in his letter of acceptance the number of capital units that such Partner is willing to purchase, if available. At the end of the seven (7) day period and within seven (7) days thereafter, the General Partner shall notify the Selling Party of the acceptances received, including the number of units requested by all of the Partners.

In the event that the aggregate total of capital units accepted by the Partners is less than the entire interest offered by the Selling Party, the Selling Party shall have the right to (1) revoke his offer, and the acceptance by the other Partners shall be void; (2) sell that portion of his interest for the aggregate total of capital units accepted under the conditions and terms stated in the offer; or (3) elect to sell the entire offered interest to the party who made the bona fide offer, if such party is present.

In the event that the aggregate total of the capital units accepted as aforesaid by the other Partners is equal to the entire interest offered by the Selling Party, the Selling Party shall be deemed bound to sell his entire interest offered under the terms and conditions stated in the offer, and the other Partners shall be deemed severally bound to purchase the number of capital units of such interest which each of them has accepted.

In the event that the aggregate total of the capital units accepted as aforesaid by the other Partners shall exceed the entire interest offered by the Selling Party, then a percentage of the offered units shall be sold to the other Partners computed by (1) the number of units each accepting Partner already owns, divided by (2) the total number of units owned by all the accepting Partners.

The sale shall take place within sixty (60) days of the original offer.

No conveyance of a Partner's interest, or any part thereof, though otherwise permitted hereunder, shall be valid and effective, and the Partnership shall not recognize the same for the purposes of making payment of profits, income, return of contribution, or other distribution with respect to such interest of part thereof, unless and until there be filed with the General Partner an instrument in writing in the following form, with blanks appropriately filled in and subscribed by both of the parties to the conveyance, each of whose signatures is to be witnessed:

_____ hereby assigns to _____
_____ all of my (its) right, title and interest
in and to _____ capital units in _____
_____, a Limited Partnership organized under
the laws of the State of California, and directs that all
further distributions of profits, income, and return of
contributions on account of such capital unit interest be
paid to such assignee.

_____, as assignee, hereby accepts the
said interest subject to all the terms, covenants and
conditions of the Limited Partnership Agreement dated as
of _____ as the same may have been amended to
the date hereof.

Dated: _____

Witness

Assignor

Witness

Assignee

The General Partner shall amend this Certificate and file said amendment within seven (7) days after receipt of the above assignment. The parties involved in the assignment shall pay all Partnership costs, including costs of filing the amended Certificate, to effect the substitution of Partners or changes of Partnership interests.

Successors to the interest of a Limited Partner shall have the right to become a substituted Limited Partner only with the consent of the General Partner.

ARTICLE XII

TERMINATION OF THE PARTNERSHIP

Section 12.01 Termination Upon Withdrawal, Bankruptcy, Death or Incapacity of General Partner. The General Partner, effective as of the last day of any calendar year of the Partnership, may voluntarily withdraw from the Partnership as General Partner and such withdrawal shall have the effect of terminating the Partnership as of the close of business on such last day. The bankruptcy, death, incapacity or resignation of one General Partner (if more than one be serving) shall not have the effect of terminating the Partnership and the other General Partner shall continue to serve as the General Partner. But the bankruptcy, death, incapacity or resignation of all of the General Partners shall result in the Partnership terminating as of the close of business on the last day of the calendar year in which such event occurs.

Section 12.02 Voluntary Termination: Effect of Death or Incapacity of Limited Partner. The Partnership may be terminated upon any date specified in a notice of termination, signed by the General Partner and a majority of all the Limited Partners. As used herein, a majority of the Limited Partners means Limited Partners having in the aggregate a majority of the capital interest of the Limited Partners in the Partnership as of the time such notice of termination is executed. The death or incapacity of a Limited Partner shall have no effect on the life of the Partnership, which shall continue.

Section 12.03 Effect of a Termination of the Partnership. Upon the termination of the Partnership, regardless of how it is terminated, the affairs of the Partnership shall be wound up by the General Partner. If for any reason there is no General Partner, or if he refuses to serve, or is incapable of serving, over fifty percent (50%) in interest, not in number, of the Limited Partners may appoint or designate a Trustee-in-Liquidation who shall serve to wind up the affairs of the Partnership. The Trustee-in-Liquidation need not be a commercial corporate trustee, does not have to be bonded, and may be a Limited Partner. Whoever serves to wind up the affairs of the Partnership, the following procedure shall be followed:

Upon such termination, the assets of the Partnership shall be applied as follows: to payment of the outstanding Partnership liabilities, although an appropriate reserve may be maintained in the amount determined by the General Partner or Trustee-in-Liquidation for any contingent liability until said contingent liability is satisfied, and the balance of such reserve, if any, shall be distributed together with any other sum

remaining after payment of the outstanding Partnership liabilities to the Partners as their interest appears on Exhibit "A" unless otherwise provided herein.

At the time of the termination of the Partnership, no Partner (either General or Limited) shall be liable to the Partnership for the repayment of any deficit in his capital account or, at the time of the termination of the Partnership, no Partner (either General or Limited) shall be liable to the Partnership for the repayment of any deficit in his capital account resulting from the allocation of noncash items such as depreciation to that Partner's capital account, provided however any deficit resulting from cash withdrawals by the Partner shall be repaid to the Partnership and be available for distribution hereunder.

Provided that nothing contained in this Agreement shall defeat the right of either a Limited or a General Partner to require and to have a court-supervised winding up, liquidation, and dissolution of the Partnership. No Partner shall be entitled to demand a distribution be made to him in partnership property, but the General Partner may make or direct property distribution to be made, using the property's fair market value as of the time of distribution, as the basis for making the distribution.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01 Amendment. This Agreement may be amended or modified by the Partners from time to time but only by a written instrument executed by Partners owning collectively at least fifty-one percent (51%) in interest, not in number, in the Partnership; provided, however, that no provision requiring the approval of a greater percentage of Partnership interests for action thereunder shall be subject to amendment by less than the percent of interest, not in number, in the Partnership as set forth in that provision.

Section 13.02 Notices. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the respective addresses set forth on Exhibit "A" or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith.

Section 13.03 California Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of California and all obligations of the parties created hereunder are performable in the State of California.

Section 13.04 Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the Partnership created by this Agreement.

Section 13.05 Headings. The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

Section 13.06 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

Section 13.07 Prior Agreements Superseded. This Agreement supersedes any prior understandings or oral agreements between the parties respecting the within subject matter.

Section 13.08 Legal Construction. If any one or more of the provisions contained in this Partnership Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Partnership Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

Section 13.09 Counterparts. This Partnership Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original.

Section 13.10 Gender. Wherever the context shall so require, all words herein in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

Section 13.11 Attorney's Fees. If any action between the parties is brought to enforce any of the terms of this Partnership Agreement, or of any other contract relating to the Partnership, or an action in any other way pertaining to the Partnership affairs or this Partnership Agreement, the prevailing party shall be entitled to recover expenses, including reasonable attorney's fees.

Section 13.12 Power of Attorney. Each Limited Partner irrevocably constitutes and appoints each General Partner as his attorney-in-fact, in his name, place, and stead to make, execute, acknowledge, and file any of the following documents:

(1) The original and any modification or amendment to the Certificate of Limited Partnership, and any other instrument that may be required to be recorded or filed by the Partnership in accordance with Section 1.02;

(2) All documents that may be required to effectuate the dissolution and termination of the Partnership in accordance with Article XII;

(3) A fictitious business name statement in accordance with Section 2.01; and

(4) Any document which requires the Limited Partners' signatures to carry out the terms of Section 4.02 and the Assumption of Liabilities Agreements referred to therein.

It is expressly understood and agreed by each Limited Partner that the grant of this power of attorney is coupled with an interest and shall survive the delivery of an assignment of the Limited Partnership interest.

In the event of any conflict between the provisions of this Limited Partnership Agreement or any amendment to it and any document executed, acknowledged, sworn to, or filed by a General Partner under this power of attorney, the Limited Partnership Agreement and its amendments shall govern.

EXHIBIT "A"

MAGIC VALLEY INVESTMENT GROUP, A LIMITED PARTNERSHIP

NAMES AND ADDRESSES OF PARTNERS


<u>General Partner</u>	<u>% Interest</u>	<u>Initial Capital Contribution</u>	<u>Deferred Capital Contributions</u>	<u>Address</u>
			<u>1983 1984</u>	
Howard V. Mathews	10%	\$83,500	\$83,500	269 Loma Drive Los Angeles, California 90026
<u>Limited Partners</u>	<u>% Interest</u>	<u>Initial Capital Contribution</u>	<u>Deferred Capital Contributions</u>	<u>Address</u>
			<u>1983 1984</u>	
Mase Investment Grp.	11%	\$91,850	\$91,850	8831 Burbank Rd Annandale, VA 22003
Idaho Dairy Investment Group #3	10%	83,500	83,500	269 Loma Drive Los Angeles, CA 90026
D. Mitchell Stinnett & Deborah S. Stinnett	10%	83,500	83,500	McClelland Med. Bldg. #211 2817 McClelland Blvd. Joplin, MO 64801
Vadis Properties	10%	83,500	83,500	617 W. 7th St., 3rd Fl. Los Angeles, CA 90017
Bernard M. Davis III GP	8%	66,800	66,800	5231 Loyola Avenue Westminster, CA 92683
Peter J. & Margaret E. Prossen as Comm. Prop.	3%	25,050	25,050	269 Loma Drive Los Angeles, CA 90026
Kent Investment Grp. MD#3 Duane L. Kent, Managing Partner				
Ronald Y. Nishida	3%	25,050	25,050	3822 Cerritos Avenue Los Alamitos, CA 90720
Dale R. Stringfellow	3%	25,050	25,050	34 Twin Creek Drive Suisun, CA 94585

<u>Limited Partners</u>	<u>% Interest</u>	<u>Initial Capital Contribution</u>	<u>Deferred Capital Contribution</u> <u>1983</u> <u>1984</u>	<u>Address</u>
<u>Herbert H. Aldinger</u>	<u>2%</u>	<u>\$16,700</u>	<u>\$16,700</u>	<u>17102 Palisades Circle</u>
<u>J. Edward Berk, TTEE</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>Pacific Palisades, CA 90272</u>
<u>for Berk Living Trust</u>				<u>894-C Ronda Sevilla</u>
<u>dtd 2/1/65</u>				<u>Laguna Hills, CA 92653</u>
<u>Clear Lake Dairy</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>2008 Airline Dr.</u>
<u>Invest. Grp. # 2</u>				<u>Friendwood, TX 77546</u>
<u>c/o Stephen G. Paddock, Jr.</u>				
<u>Bernard M. Davis, Jr.</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>514 N. Dwyer Drive</u>
<u>Arnold A. Durtschi</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>Anaheim, CA 92801</u>
<u>Roy L. & Shirley Ellis</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>3708 Michelle Drive</u>
<u>as JTWROS</u>				<u>Torrance, CA 90503</u>
<u>Paul T. Fukunaga and/or</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>13941 Merello Street</u>
<u>June Fukunaga, TTEES</u>				<u>Garden Grove, CA 92643</u>
<u>under Dec. of Trust dtd</u>				<u>1435 W. 180th Street</u>
<u>May 11, 1981 wherein</u>				<u>Gardena, CA 90248</u>
<u>Paul T. Fukunaga and June</u>				
<u>Fukunaga are TTEES & Succ. TTEE</u>		<u>16,700</u>	<u>16,700</u>	<u>3149 Driftwood Street</u>
<u>Anthony G. Julik</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>Orange, CA 92665</u>
<u>Larry A. Macnevin</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>7 Freemont</u>
<u>H. Newlove & L.H.</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>Irvine, CA 92714</u>
<u>Newlove</u>				<u>6241 Warner Avenue, S-181</u>
<u>Roger P. Nielsen &</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>Huntington Beach, CA 92647</u>
<u>Sandra L. Nielsen as JTWROS</u>				<u>46 Park Road</u>
<u>Robert W. Phillips &</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>Dayton, OH 45419</u>
<u>Joan E. Phillips</u>				<u>4876 San Joaquin Drive</u>
<u>Fernand H. Prussing</u>	<u>2%</u>	<u>16,700</u>	<u>16,700</u>	<u>San Diego, CA 92109</u>
<u>& Gail Prussing</u>				<u>1452 Cloyd Road</u>
<u>TTEES for The Prussing</u>				<u>Santa Ana, CA 92705</u>
<u>Family Trust - 1/18/82</u>				

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: HOWARD V. MATHEWS
Address: 269 Loma Drive
Los Angeles, CA 90026
Social Security Number: 485-26-1223
Percent of Interest: Ten percent (10%)
Initial Capital Contribution: \$83,500.00
Deferred Capital Contribution: 1983, \$83,500.00 1984, \$83,500.00
Status of Partner: General Partner
Name of Partnership: Magic Valley Investment Group


Signature Howard V. Mathews
General Partner

Date: June 16, 1982

Signature

THE STATE OF California S

COUNTY OF Los Angeles S

I, Mitsuko Sakamoto, a Notary Public, do hereby certify
that on this 16 day of June, 1982, personally
appeared before me, HOWARD V. MATHEWS,
known to me to be the
person(s) whose name is/are subscribed to the foregoing
instrument, and swore and acknowledged to me that he/they
executed the same for the purposes and in the capacity therein
expressed, and that the statements contained therein are true
and correct.



Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: MASE Investment Group DF No 3
Address: 8831 Butbank Rd.
Annanale, Va. 22003
Social Security Number: _____
Percent of Interest: Eleven (11)
Initial Capital Contribution: \$ 91,850
Deferred Capital Contribution: 1983, \$91,850 1984, \$91,850
Status of Partner: Limited
Name of Partnership: Magie Valley Investment Group
(MATTco Dairy Farm #3)

Samuel A. Musa
Signature Samuel A. Musa
Managing Partner

Date: 10/19/82

Signature

THE STATE OF Virginia §
COUNTY OF Arlington §

I Felicia M. Wilson a Notary Public, do hereby certify
that on this 19 day of October, 1982, personally
appeared before me, SAMUEL A. YNUSA, known to me to be the
person(s) whose name is/are subscribed to the foregoing
instrument, and swore and acknowledged to me that he/they
executed the same for the purposes and in the capacity therein
expressed, and that the statements contained therein are true
and correct.

Felicia M. Wilson
Notary Public for and for

My Commission Expires June 30, 1984

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Robert D. Matthews

Date: September 9, 1982

COUNTY OF Los Angeles S

Witeneh Salameh
Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: D. MITCHELL STINNETT & DEBORAH S. STINNETT
Address: McClelland Medical Bldg., Ste. 211
2817 McClelland Blvd., Joplin MO 64801
Social Security Number: 490-50-3342 / 455-66-7600
Percent of Interest: Ten percent (10%)
Initial Capital Contribution: \$83,500.00
Deferred Capital Contribution: 1983, \$83,500.00 1984, \$83,500.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

D. Mitchell Stinnett
Signature D. Mitchell Stinnett

Date: June 14, 1982

Deborah S. Stinnett
Signature Deborah S. Stinnett

THE STATE OF Mo §
COUNTY OF Jasper §

I, Betty Bullard, a Notary Public, do hereby certify that on this 14 day of June, 1982, personally appeared before me, D. Mitchell Stinnett & Deborah S. Stinnett, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Betty Bullard
Notary Public in and for
8-2-83

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: VADIS PROPERTIES, Bernard M. Davis III, GP
Address: 617 W. 7th St., 3rd Fl
Los Angeles, CA 90017
Social Security Number: 95-3162977
Percent of Interest: Ten percent (10%)
Initial Capital Contribution: \$83,500.00
Deferred Capital Contribution: 1983, \$83,500.00 1984, \$83,500.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

Vadis Properties
Signature Vadis Properties

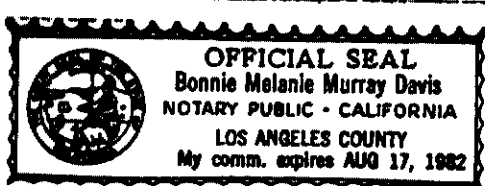
Date: 7/13/82

B. Martin Davis II
Signature B. Martin Davis II

THE STATE OF CALIFORNIA §
COUNTY OF LOS ANGELES §

I, Bonnie Melanie Murray Davis, Notary Public, do hereby certify that on this 13th day of JULY, 1982, personally appeared before me, Bernard M. Davis III, General Partner known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Bonnie Melanie Murray Davis
Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: Peter J. and Margaret E. Prossen as Community Property
Address: 5231 Loyola Avenue
Westminster, California 92683
Social Security Number: 450-54-3122
Percent of Interest: Eight percent (8%)
Initial Capital Contribution: \$66,800.00
Deferred Capital Contribution: 1983, \$66,800.00 1984, \$66,800.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

Margaret E. Prossen
Signature Margaret E. Prossen

Date: 6/23/82

Peter J. Prossen
Signature Peter J. Prossen

THE STATE OF California §
COUNTY OF Los Angeles §

I, Mitsuko Sakamoto, a Notary Public, do hereby certify that on this 23rd day of June, 1982, personally appeared before me, Margaret E. Prossen & Peter J. Prossen, known to me to be the person(s) whose name ~~is~~ are subscribed to the foregoing instrument, and swore and acknowledged to me that ~~he~~ they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.



Mitsuko Sakamoto
Notary Public in and for

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: KENT INVESTMENT GROUP - MDF#3, Duane L. Kent, Managing Partner
Address: 269 Loma Drive
Los Angeles, CA 90026-5985
Social Security Number: 95-3746769
Percent of Interest: Three percent (3%)
Initial Capital Contribution: \$25,050.00
Deferred Capital Contribution: 1983, \$25,050.00 1984, \$25,050.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

Kent Investment Group - MDF #3
Duane L. Kent
Signature Duane L. Kent

Date: 7-20-82

Signature _____

LTIC CAL T-1108

Partnership Acknowledgment

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On December 24, 1982

before me, the undersigned, a Notary Public in and for said State, personally appeared
Duane L. Kent

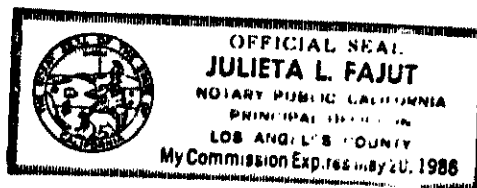
to be Managing Partner of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature Julieta L. Fajut

JULIETA L. FAJUT

Notary's Name (Typed or Printed)



10M B.P. 4/80

(This area for official notarial seal)

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: RONALD Y. NISHIDA

Address: 3822 Cerritos Avenue
Los Alamitos, CA 90720

Social Security Number: 576-43-4211

Percent of Interest: Three percent (3%)

Initial Capital Contribution: \$25,050.00

Deferred Capital Contribution: 1983, \$25,050.00 1984, \$25,050.00

Status of Partner: Limited

Name of Partnership: Magic Valley Investment Group

Ronald Y. Nishida
Signature Ronald Y. Nishida

Date: Oct. 10, 1982

Signature

THE STATE OF California S
COUNTY OF Orange S

I, Sophia Lipski, a Notary Public, do hereby certify that on this 11th day of October, 1982, personally appeared before me, Ronald Y. Nishida, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Sophia Christine Lipski
Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: DALE R. STRINGFELLOW

Address: { 433 Industrial Way } use 34 Twin Creeks Dr.
 { Benicia, CA 94510 } home address SUISUN, CALIF. 94585
 Office Address

Social Security Number: 528-18-6587

Percent of Interest: three (3)

Initial Capital Contribution: \$25,050

Deferred Capital Contribution: 1983, \$25,050 1984, \$25,050

Status of Partner: Limited

Name of Partnership: Magic Valley Dairy Investment Group

Dale R. Stringfellow
Signature Dale R. Stringfellow

Date: June 28, 1982

Signature

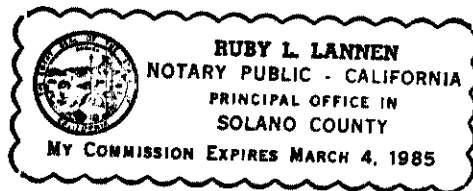
THE STATE OF CALIFORNIA S

COUNTY OF SOLANO S

I, Ruby L. Lannen, a Notary Public, do hereby certify
that on this 28th day of June, 1982, personally
appeared before me, Dale R. Stringfellow

_____, known to me to be the
person(s) whose name is/are subscribed to the foregoing
instrument, and swore and acknowledged to me that he/~~they~~
executed the same for the purposes and in the capacity therein
expressed, and that the statements contained therein are true
and correct.

Ruby L. Lannen
Notary Public in and for
State of California County of Solano



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: HERBERT H. ALDINGER
Address: 17102 Palisades Circle
Pacific Palisades, CA 90272
Social Security Number: 091-20-8863
Percent of Interest: Two percent (2%)
Initial Capital Contribution: \$16,700.00
Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

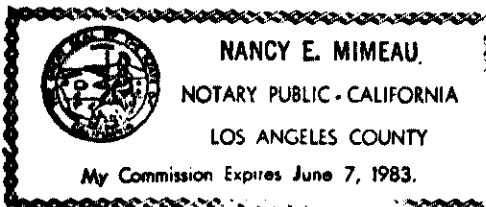
Herbert H. Aldinger
Signature Herbert H. Aldinger

Date: October 11, 1982

Signature

THE STATE OF Ca S
COUNTY OF Los Angeles S

I, Nancy E. Mimeau, a Notary Public, do hereby certify that on this 11 day of October, 1982, personally appeared before me, Herbert H. Aldinger, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.



143 S. BARRINGTON PLACE
LOS ANGELES, CA. 90049

Nancy E. Mimeau Los Angeles Co.
Notary Public in and for
Well Fargo Bank

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: J. EDWARD BERK, Trustee for the BERK Living Trust DATED 2/1/65
Address: 894-C RONDA SEVILLA
LAGUNA HILLS, CA 92653
Social Security Number: ID 95-6414425
Percent of Interest: 2%
Initial Capital Contribution: \$16,700
Deferred Capital Contribution: 1983, \$16,700 1984, \$16,700
Status of Partner: Limited
Name of Partnership: MAGIC VALLEY INVESTMENT GROUP

J. Edward Berk
Signature TRUSTEE for the BERK
LIVING TRUST DATED 2/1/65
J. Edward Berk

Date: 26 July, 1982

Signature

THE STATE OF California §

COUNTY OF Los Angeles §

I, Mitsuko Sakamoto, a Notary Public, do hereby certify that on this 26th day of July, 1982, personally appeared before me, J. Edward Berk, known to me to be the person(s) whose name is/~~are~~ subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.



Mitsuko Sakamoto
Notary Public in and for

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: CLEAR LAKE DAIRY INVESTMENT GROUP 2
Address: % STEPHEN G. PADDOCK JR.
2008 AIRLINE DR, FRIENDSWOOD, TEXAS 77546
Social Security Number: 76-0033780
Percent of Interest: TWO PERCENT
Initial Capital Contribution: \$16,700
Deferred Capital Contribution: 1983, \$16,700 1984, \$16,700
Status of Partner: LIMITED
Name of Partnership: MAGIC VALLEY INVESTMENT GROUP

Stephen G. Paddock Jr.
Signature
for CLEAR LAKE DAIRY INVESTMENT GROUP 2 Date: 15 October 1982
Stephen G. Paddock, Jr.

Signature

THE STATE OF §

COUNTY OF §

I, Joyce P. Burris, a Notary Public, do hereby certify
that on this 15th day of October, 1982, personally
appeared before me, Stephen G. Paddock Jr., known to me to be the
person(s) whose name is/are subscribed to the foregoing
instrument, and swore and acknowledged to me that he/they
executed the same for the purposes and in the capacity therein
expressed, and that the statements contained therein are true
and correct.

Joyce P. Burris
Notary Public in and for
JOYCE P. BURRIS
Notary Public, State of Texas
My Commission Expires 4/11/84
Bonded by Corey C. Shaw

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: BERNARD M. DAVIS, JR.
 Address: 514 N. DWYER DR
ANAHEIM, CA 92801
 Social Security Number: 720-16-2059
 Percent of Interest: 2%
 Initial Capital Contribution: \$16,700.00
 Deferred Capital Contribution: 1983 \$16,700.00 1984 \$16,700.00
 Status of Partner: Limited
 Name of Partnership: Major Valley Investment Group

Bernard M. Davis, Jr.
 Signature Bernard M. Davis, Jr.

Date: 8/2/82

Signature

THE STATE OF CALIFORNIA S

COUNTY OF ORANGE S
 STELLA SIORDIA SMITH

I, Stella Siordia Smith, a Notary Public, do hereby certify
 that on this 2nd day of AUGUST, 1982, personally
 appeared before me, BERNARD M. DAVIS, JR.

known to me to be the
 person(s) whose name is/are subscribed to the foregoing
 instrument, and swore and acknowledged to me that he/they
 executed the same for the purposes and in the capacity therein
 expressed, and that the statements contained therein are true
 and correct.

Stella Siordia Smith
 Notary Public in and for



1736 Medical Center Drive, Anaheim, CA 92801

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: ARNOLD A. DURTSCHI
Address: 3708 Michelle Drive
Torrance, CA 90503
Social Security Number: 528-40-7018
Percent of Interest: Two percent (2%)
Initial Capital Contribution: \$16,700.00
Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

Arnold A. Durtschi
Signature Arnold A. Durtschi

Date: 10/04/82

Signature

THE STATE OF California
COUNTY OF Los Angeles S

I, MARY SALDANA, a Notary Public, do hereby certify that on this 4th day of October, 1982, personally appeared before me, ARNOLD A. DURTSCHI, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Mary Saldana
Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: ROY L. & SHIRLEY ELLIS, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

Address: 13941 Merello Street
Garden Grove, CA 92643

Social Security Number: 448-38-7737

Percent of Interest: two (2) percent

Initial Capital Contribution: \$16,700.00

Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00

Status of Partner: Limited

Name of Partnership: Magic Valley Investment Group

Roy L. Ellis

Signature Roy L. Ellis

Date: October 5, 1982

Shirley K. Ellis

Shirley K. Ellis

THE STATE OF California §

COUNTY OF Los Angeles §

I, Mitsuko Sakamoto, a Notary Public, do hereby certify that on this 5th day of October, 1982, personally appeared before me, Roy L. Ellis and Shirley K. Ellis, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.



Mitsuko Sakamoto
Notary Public in and for

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: PAUL T. FUKUNAGA and/or JUNE FUKUNAGA, Trustees under Declaration of Trust dated May 11, 1981, wherein PAUL T. FUKUNAGA and JUNE FUKUNAGA are Trustees and Successor Trustee

Address: 1435 W. 180th St.
Gardena, CA 90248

Social Security Number: 576-34-4371

Percent of Interest: Two percent (2%)

Initial Capital Contribution: \$16,700.00

Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00

Status of Partner: Limited

Name of Partnership: Magic Valley Investment Group

Paul T. Fukunaga

Signature Paul T. Fukunaga

Date: May 28, 1982

June Fukunaga

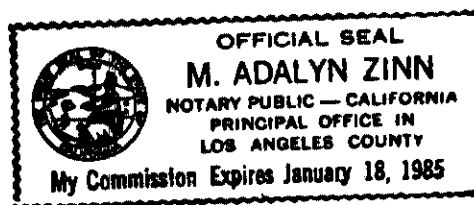
Signature June Fukunaga

THE STATE OF California §

COUNTY OF Los Angeles §

I, M. Adalyn Zinn, a Notary Public, do hereby certify that on this 28th day of May, 1982, personally appeared before me, Paul T. Fukunaga and June Fukunaga, known to me to be the person(s) whose names is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they.. executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

M. Adalyn Zinn
Notary Public in and for
The State of California



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: ANTHONY G. JULIK
Address: 3149 Driftwood Street
Orange, CA 92665
Social Security Number: 473-30-5678
Percent of Interest: Two percent (2%)
Initial Capital Contribution: \$16,700.00
Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

Anthony G. Julik
Signature Anthony G. Julik

Date: July 8, 1982

Signature

THE STATE OF California \$
COUNTY OF Los Angeles \$

I, Mitsuko Sakamoto, a Notary Public, do hereby certify that on this 8th day of July, 1982, personally appeared before me, Anthony G. Julik, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

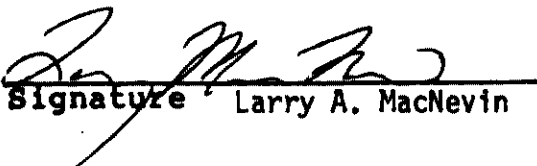
Mitsuko Sakamoto
Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: LARRY A. MACNEVIN
Address: 7 Freemont
Irvine, CA 92714
Social Security Number: 570-58-3263
Percent of Interest: Two percent (2%)
Initial Capital Contribution: \$16,700.00
Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group


Signature Larry A. MacNevin

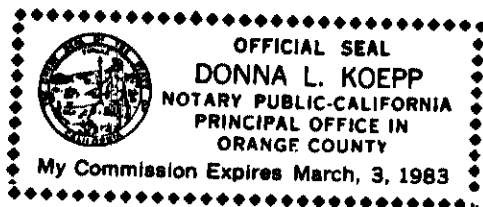
Date: AUG 26, 1982

Signature

THE STATE OF California §
COUNTY OF Orange §

I, Donna L. Koepf, a Notary Public, do hereby certify that on this 26th day of August, 1982, personally appeared before me, Larry A. MacNevin, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.


Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: H. NEWLOVE & L. H. NEWLOVE
Address: 6241 Warner Avenue, S-181
Huntington Beach, CA 92647
Social Security Number: 274-12-4700
Percent of Interest: Two percent (2%)
Initial Capital Contribution: \$16,700.00
Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

H. Newlove
Signature H. Newlove

Date: 27 SEP 1982

L. H. Newlove
Signature L. H. Newlove

THE STATE OF California §
COUNTY OF Orange §

I, Yolanda Chico Pelayo, a Notary Public, do hereby certify that on this 27th day of September, 1982, personally appeared before me, H. Newlove and L.H. Newlove, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Yolanda Chico Pelayo
Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: ROGER P. NIELSEN & SANDRA L. NIELSEN as Husband & Wife JTWR05 ¹²⁷¹ _{RU}

Address: 46 Park Road
Dayton, Ohio 45419

Social Security Number: 390-42-4138

Percent of Interest: Two percent (2%)

Initial Capital Contribution: \$16,700.00

Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00

Status of Partner: Limited

Name of Partnership: Magic Valley Investment Group

R. Nielsen
Signature R. Nielsen

Date: 9/11/82

S. Nielsen
Signature S. Nielsen

THE STATE OF Massachusetts
COUNTY OF Middlesex §

I, Janet L. Slezewski, a Notary Public, do hereby certify that on this 11th day of September, 1982, personally appeared before me, R. Nielsen and S. Nielsen, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Janet L. Slezewski
Notary Public in and for
'89 Commission Expires November 25, 1988

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: ROBERT W. PHILLIPS & JOAN E. PHILLIPS
Address: 4876 San Joaquin Drive
San Diego, CA 92109
Social Security Number: 558-50-3322
Percent of Interest: Two percent (2%)
Initial Capital Contribution: \$16,700.00
Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

Robert W. Phillips
Signature Robert W. Phillips

Date: August 10th, 1982

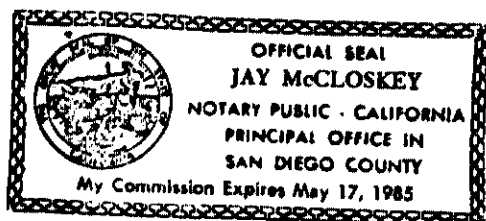
Joan E. Phillips
Signature Joan E. Phillips

THE STATE OF CALIFORNIA §

COUNTY OF SAN DIEGO §

I, Jay McCloskey, a Notary Public, do hereby certify
that on this 10th day of August, 1982, personally
appeared before me, Robert W. Phillips and Joan E. Phillips,
to be the person(s) whose name ~~is~~ are subscribed to the foregoing instrument, and swore and acknowledged to me that ~~he~~ they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Jay McCloskey
Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: FERNAND H. PRUSSING & GAIL PRUSSING, TTEES FOR THE PRUSSING FAMILY TRUST-6/18/82
Address: 1452 Cloyden Road
Santa Ana, CA 92705
Social Security Number: 328-26-3382
Percent of Interest: Two percent (2%)
Initial Capital Contribution: \$16,700.00
Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

Gail Prussing
Signature Gail Prussing

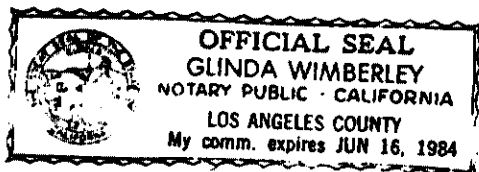
Date: 9/24/82

Fernand H. Prussing
Signature Fernand H. Prussing

THE STATE OF CALIFORNIA §
COUNTY OF LOS ANGELES §

I, GLINDA WIMBERLEY, a Notary Public, do hereby certify that on this 24th day of SEPTEMBER, 1982, personally appeared before me, GAIL PRUSSING FERNAND H. PRUSSING, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Glinda Wimberley
Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: ERNEST R. ROEHL
Address: 4429 Plumosa Drive
Yorba Linda, CA 92686
Social Security Number: 448-30-3824
Percent of Interest: Two percent (2%)
Initial Capital Contribution: \$16,700.00
Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

Ernest R. Roehl
Signature Ernest R. Roehl

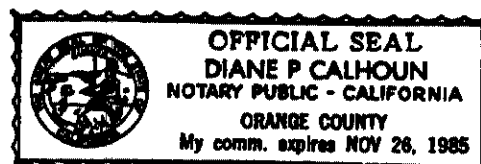
Date: Sept 30, 1982

Signature

THE STATE OF CALIFORNIA §
COUNTY OF ORANGE §

I, DIANE P CALHOUN, a Notary Public, do hereby certify that on this 30th day of SEPTEMBER, 1982, personally appeared before me, ERNEST R. ROEHL, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.

Diane P Calhoun
Notary Public in and for



PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: LANE B. SCHEIBER
Address: 4821 Ponderosa Drive
Annandale, VA 22003
Social Security Number: 267-44-2443
Percent of Interest: Two percent (2%)
Initial Capital Contribution: \$16,700.00
Deferred Capital Contribution: 1983, \$16,700.00 1984, \$16,700.00
Status of Partner: Limited
Name of Partnership: Magic Valley Investment Group

Lane B. Scheiber
Signature Lane B. Scheiber

Date: 10-12-82

Signature

THE STATE OF Virginia
City
COUNTY OF Alexandria s

I, JAMES FRANCIS a Notary Public, do hereby certify
that on this 12th day of October, 1982, personally
appeared before me, LANE B. SCHEIBER

, known to me to be the
person(s) whose name is/~~are~~ subscribed to the foregoing
instrument, and swore and acknowledged to me that he/~~they~~
executed the same for the purposes and in the capacity therein
expressed, and that the statements contained therein are true
and correct.

James Francis
Notary Public in and for the
Commonwealth of Virginia
AT-LARGE
24 APR 84
My Commission Expires

PARTNER'S SIGNATURE PAGE

NAMES, ADDRESSES AND PERTINENT INFORMATION OF MEMBERS

Name: BILL OR KAREN WALKER AS TRUSTEE FOR WALKER FAMILY
REVOCAABLE TRUST
DATED: 1/82

Address: 1320 RIVERSIDE DR.
BURBANK CA 91506

Social Security Number: 572 347156

Percent of Interest: TWO PERCENT (2%)

Initial Capital Contribution: \$16,700.00

Deferred Capital Contribution: 1983, 16,700.00 1984, 16,700.00

Status of Partner: LIMITED

Name of Partnership: MAGIC VALLEY INVESTMENT GROUP

Bill Walker

Signature Bill Walker

Date: 6/10/82

Karen Walker

Signature Karen Walker

THE STATE OF California §

COUNTY OF Los Angeles §

I, Mitsuko Sakamoto, a Notary Public, do hereby certify that on this 10th day of June, 1982, personally appeared before me, Bill Walker & Karen Walker, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and swore and acknowledged to me that he/they executed the same for the purposes and in the capacity therein expressed, and that the statements contained therein are true and correct.



Mitsuko Sakamoto
Notary Public in and for