

State of Idaho

Department of State

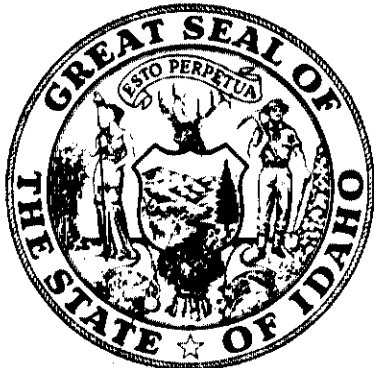
CERTIFICATE OF REGISTRATION OF

LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of LOS CABALLEROS, A CALIFORNIA
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 LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP
to transact business in this State under the name LOS CABALLEROS, A CALIFORNIA
LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application for Registration.

Dated July 16, 1984



Pete T. Cenarrusa

SECRETARY OF STATE

by: _____

JUL 16 10 35 AM '84
 SECRETARY OF STATE

**APPLICATION FOR REGISTRATION OF
 FOREIGN LIMITED PARTNERSHIP**

to the Secretary of State of the State of Idaho:

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

1. The name of the limited partnership is LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP
2. The name which it shall use in Idaho is LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP
3. It is organized under the laws of California
4. The date of its formation is May 31, 1984
5. The address of its registered or principal office in the state or country under the laws of which it is organized is 1001 W. Whittier Boulevard, La Habra, CA 90631
6. The name and street address of its proposed registered agent in Idaho are Richard A. Villelli, Star Route, Bliss, Idaho 83314
7. The general character of the business it proposes to transact in Idaho is:
Investment in real estate, cattle feeding and grazing, farming, buying and selling of feed, grain and other commodities.
8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
Villelli Enterprises, Inc., a California corporation	General	1001 W. Whittier Boulevard La Habra, CA 90631
Villelli Enterprises, a California General Partnership	Limited	1001 West Whittier Boulevard La Habra, CA 90631
Davenport Investment Company Lewis Davenport, III, Executive Officer	Limited	Route 2, Box 260 Gooding, Idaho 83330
Six Imperial, Ltd., by R.A.V., Inc., a Calif. corporation, General Partner	Limited	1001 West Whittier Boulevard La Habra, CA 90631
Richard Anthony Villelli, Trustee of The Richard Anthony Villelli and Marie Victoria Villelli Revocable Trust Dated 3/4/83	Limited	1001 W. Whittier Boulevard La Habra, CA 90631
Lee M. Deierling and Judith A. Villelli Deierling, Co-Trustees of The Lee M. Deierling and Judith A. Villelli Deierling Revocable Trust Dated 3/18/83	Limited	1001 W. Whittier Boulevard La Habra, CA 90631

(continued on reverse)

8. (Continued)

Name	General or Limited	Address
Berg & O'Connor, a General Partnership, by Phillip G. Berg & Jimmie O'Connor, General Partners	Limited	1001 West Whittier Boulevard La Habra, CA 90631

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 May 29, 19 84.

LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP
BY: VILLELLI ENTERPRISES, INC., a California corporation

By *Richard A. Vilelli*
Richard A. Vilelli, President

By *Thomas R. Vilelli* A General Partner
Thomas R. Vilelli, Vice President/Secretary

STATE OF _____)
) ss:
COUNTY OF _____)

I, _____, a notary public, do hereby certify that on this
_____ day of _____, 19 _____, personally appeared
before me _____, who being by me first duly sworn,
declared that he is a general partner of _____

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

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On May 29, 1984, before me, a Notary Public in and for said County and State, personally appeared RICHARD A. VILLELLI, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within Application for Foreign Limited Partnership of LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP, as the President of VILLELLI ENTERPRISES, INC., and THOMAS R. VILLELLI, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within Application of Foreign Limited Partnership of LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP, as the Vice President and Secretary of VILLELLI ENTERPRISES, INC., a California corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Barbara P Webster
Notary Public in and for said
County and State

RECORDING

REQUESTED BY JOANNE S. ROCKS
JUL 18 10 35 AM '84
RECORDING REQUESTED BY
and when recorded STATE OF CALIFORNIA
COUNTY OF ORANGE
225063

JOANNE S. ROCKS, Esquire
Anaheim Hills Professional Center
6200 East Canyon Rim Road, Suite 207C
Anaheim, California 92807

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-1025 AM MAY 31 '84

31600
C5

CERTIFICATE OF LIMITED PARTNERSHIP
OF
LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP

We, the undersigned, desiring to form a partnership pursuant to the Uniform Limited Partnership Act as enacted in California, certify that:

1. The name of the Partnership is:

LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP

2. The purpose of LOS CABALLEROS, LTD., a California limited partnership, ("The Partnership") and the object of investment in it is to purchase approximately 8,500 acres of real property commonly known as The Yore Ranch located in Blies and Camos Counties, Idaho, to lease approximately 2,000 acres commonly known as Buckeye Ranch Lease in Haggerman, Gooding County, Idaho, to operate a feed lot and grazing operation, and to manage and operate it for the production of income and develop the potential of the property as the General Partner deems advisable, and to lease approximately 2,000 acres of BLM land in Camos County for grazing purposes, to purchase the residence of John D. Yore and Pamela A. Yore in Gooding County, Idaho, and to purchase and sell feed, grain, and related commodities.

3. The principal place of business of the Partnership is located at:

1001 West Whittier Boulevard
La Habra, California 90631

4. The name and address of the General Partner is:

VILLELLI ENTERPRISES, INC., a California corporation
1001 West Whittier Boulevard
La Habra, California 90631

The name and address of each Limited Partner is set forth on the signature page hereof and signatory hereto.

5. The term for which the Partnership is to exist shall commence effective upon the recording of this Certificate, and shall continue for a period of sixty (60) years thereafter, unless sooner terminated because of the dissolution and winding up of the Partnership in accordance with the provisions of the Partnership Agreement or by operation of law.

6. The amount of contribution by each Limited Partner is set forth on the signature page hereof opposite the name of each Limited Partner.

7. The Limited Partners shall not be required to make additional capital contributions.

8. Each Limited Partner may receive a return of his contribution to the Partnership as follows:

No Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership except as a result of the dissolution of the Partnership or as otherwise provided by and in accordance with the California Limited Partnership Act, or as provided in the Partnership Agreement, and no Partner shall have the right to demand or receive property, other than cash, in return for his contributions to the Partnership, or shall have priority over any other Partner, either as to the return of capital from the Partnership or as to profits, losses or distributions.

9. The share of the profits which each Limited Partner shall receive by reason of his contributions is the ratio of his Units over the Total Units outstanding.

The Net Profits and Net Losses of the Partnership shall be computed each calendar year and shall be divided among and charged against those who are registered holders of Units at the start of each calendar year in the ratio which the number of Units held by each of them bears to the total number of Units as of that date in accordance with the provisions of the Partnership Agreement. All such credits and charges shall be made to the capital accounts of the Partners.

10. A Limited Partner has the right to substitute an assignee of his Partnership interest as a contributor in his place on the following terms and conditions:

A Limited Partner may only transfer, sell, pledge or assign ("Selling Partner") whole Limited Partnership Units to persons having a bona fide relationship to the General Partners so that no public offering is involved by written instrument

satisfactory in form to the General Partner, accompanied by such assurance of the genuineness and effectiveness of each signature and the necessary approval of governmental agencies or other persons as may be reasonably required by the General Partner. The Partnership may charge the Selling Partner a fee not exceeding TWO HUNDRED FIFTY DOLLARS (\$250.00) per transfer, sale, pledge or assignment to defray or assignment. Transfers, sales, pledges and assignments will only be recognized as effective by the Partnership on the first (1st) day of the calendar month following receipt by the General Partner of the required documentation and fee, at which time the transferee, purchaser, pledge holder or assignee shall become a Registered Holder of each limited Partnership Unit transferred, sold, pledged or assigned. Notwithstanding anything contained herein, a Registered Holder of a limited Partnership Unit may not transfer, sell, pledge or assign any limited Partnership Units without complying with the requirements of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder as expressed in the following legend which shall appear on the instruments which represent the limited Partnership interests:

THE UNITS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "ACT") BUT HAVE BEEN ISSUED UNDER ONE OR MORE EXEMPTIONS FROM REGISTRATION UNDER THE ACT. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF ANY OF SAID UNITS IS RESTRICTED AND MAY NOT BE ACCOMPLISHED EXCEPT UNDER AN EFFECTIVE REGISTRATION STATEMENT OR UNDER AN OPINION OF COUNSEL ACCEPTABLE TO THE PARTNERSHIP THAT A REGISTRATION STATEMENT IS UNNECESSARY."

The foregoing to the contrary notwithstanding, the restrictions of this provision shall not apply to a transfer of all or any part of a limited Partner's interest in the Partnership by will or by intestacy, or by a transfer during lifetime to a limited Partner's immediate family; defined as the husband, wife, adult, child, adult grandchild, father or mother, to trustees for any of the foregoing or to trustees for a minor lineal issue of the limited Partner.

11. The Partners have the right to admit additional limited Partners as follows:

The General Partner may not sell additional limited Partnership Units until such time as said additional units are first offered to the then current limited Partners. Should the

satisfactory in form to the General Partner, accompanied by such assurance of the genuineness and effectiveness of each signature and the necessary approval of governmental agencies or other persons as may be reasonably required by the General Partner. The Partnership may charge the Selling Partner a fee not exceeding TWO HUNDRED FIFTY DOLLARS (\$250.00) per transfer, sale, pledge or assignment to defray or assignment. Transfers, sales, pledges and assignments will only be recognized as effective by the Partnership on the first (1st) day of the calendar month following receipt by the General Partner of the required documentation and fee, at which time the transferee, purchaser, pledge holder or assignee shall become a Registered Holder of each limited Partnership Units transferred, sold, pledged or assigned. Notwithstanding anything contained herein, a Registered Holder of a Limited Partnership Unit may not transfer, sell, pledge or assign any Limited Partnership Units without complying with the requirements of the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder as expressed in the following legend which shall appear on the instruments which represent the Limited Partnership Interests:

THE UNITS EVIDENCED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "ACT") BUT HAVE BEEN ISSUED UNDER ONE OR MORE EXEMPTIONS FROM REGISTRATION UNDER THE ACT. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF ANY OF SAID UNITS IS RESTRICTED AND MAY NOT BE ACCOMPLISHED EXCEPT UNDER AN EFFECTIVE REGISTRATION STATEMENT OR UNDER AN OPINION OF COUNSEL ACCEPTABLE TO THE PARTNERSHIP THAT A REGISTRATION STATEMENT IS UNNECESSARY."

The foregoing to the contrary notwithstanding, the restrictions of this provision shall not apply to a transfer of all or any part of a Limited Partner's interest in the Partnership by will or by intestacy, or by a transfer during lifetime to a Limited Partner's immediate family; defined as the husband, wife, adult, child, adult grandchild, father or mother, to trustees for any of the foregoing or to trustees for a minor lineal issue of the Limited Partner.

11. The Partners have the right to admit additional Limited Partners as follows:

The General Partner may not sell additional Limited Partnership Units until such time as said additional units are first offered to the then current Limited Partners. Should the

existing Limited Partners choose not to purchase these additional Limited Partnership Units, they may then be sold to new Limited Partners.

The General Partner shall be authorized to admit as Limited Partners only such persons who apply to become Limited Partners under a private offering by the Partnership of additional parties hereto by executing such documents as the General Partner may require and pursuant to such documents said Limited Partners shall agree to be bound by the terms and conditions of this Agreement.

12. No right is given any Limited Partner to priority over other limited partners as to return of contributions or as to compensation by way of income.

13. The General Partner may be removed at any time upon written notice by Partners entitled to a majority of the Partnership Units. In the event of the removal, bankruptcy or insolvency of the General Partner, Partners entitled to a majority of the Partnership Units may elect one or more successors to the General Partner, and such successors shall continue the business of the partnership. The insolvent, bankrupt, or removed General Partner or their legal representative shall be entitled to receive distributions applicable to their interest in the partnership and its legal representative shall, upon such removal, become a Limited Partner of the Partnership with the same interest in the Partnership's capital and net cash receipts as said General Partner formerly had.

14. No right is given a Limited Partner to demand and receive property other than cash in return, if any, for his contribution.

15. Amendments to this Agreement may be proposed by the General Partner or by any Limited Partner owning no less than ten percent (10%) of the Limited Partnership Units. Upon such proposal, the General Partners shall submit to the Limited Partners, by registered or certified mail, a verbatim statement of any proposed amendment and an opinion of counsel as to the legality of such amendment. The General Partner shall include in any such submission their recommendations as to the proposed amendment. The General Partner may require the written consent or may call and require a meeting of the Limited Partners at such place as they may designate to consider and adopt a proposed amendment. The affirmative vote or such written consent of Partners owning more than sixty-six and two-thirds percent (66 2/3%) of the Units shall result in the adoption of the proposed amendment. The General Partner shall keep all of the Limited Partners advised of the status of any such proposed amendment and shall promptly notify all Limited Partners upon final adoption or rejection of any such amendment.

84-225063

The Net Profits and Net Losses of the Partnership shall be computed each calendar quarter and shall be divided among and charged against those who are registered holders of Units at the start of each calendar quarter in the ratio which the number of Units held by each of them bears to the total number of Units as of the date in accordance with the provisions of the Partnership Agreement. All such credits and charges shall be made to the capital accounts of the Partners.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership as of the date and year indicated by the notary.

GENERAL PARTNERS:

VILLELLI ENTERPRISES, INC., a
California corporation
1001 West Whittier Boulevard
La Habra, California 90631


Richard A. Villelli, President


Thomas R. Villelli
Vice President/Secretary

Capital
Contribution

Units
Ownership

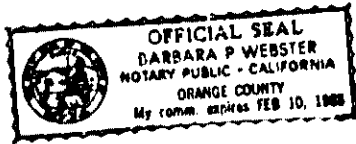
None

.4 non-
assessable

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On May 21, 1984, before me, a Notary Public in and for said County and State, personally appeared RICHARD A. VILLELLI, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within CERTIFICATE OF LIMITED PARTNERSHIP OF LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP, as the President of VILLELLI ENTERPRISES, INC., and THOMAS R. VILLELLI, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within CERTIFICATE OF LIMITED PARTNERSHIP OF LOS CABALLEROS, A CALIFORNIA LIMITED PARTNERSHIP, as the Vice President and Secretary of VILLELLI ENTERPRISES, INC., a California corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Barbara P Webster
Notary Public in and for said
County and State

84-225063

LIMITED PARTNER:	<u>Capital Contribution</u>	<u>Units Ownership</u>
DAVENPORT INVESTMENT COMPANY, a Washington corporation Route 2, Box 260 Gooding, Idaho 83330 I.D. No. 91-1156905	\$750,000.00	15 non- assessable
DAVENPORT INVLSIMENT COMPANY		

By: *Lewis M. Davenport, III*
 Lewis M. Davenport, III
 Chief Executive Officer

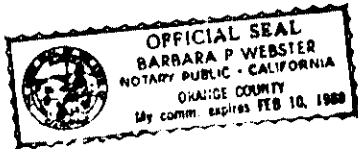
By: VILLELLI ENTERPRISES, INC.,
 a California corporation,
 as Attorney-in-Fact

By: *Richard A. Villelli*
 Richard A. Villelli, President

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ORANGE)

On May 21, 1984, before me, a Notary Public in and for said County and State, personally appeared RICHARD A. VILLELLI, known to me or proved to me on the basis of satisfactory evidence to be the President of VILLELLI ENTERPRISES, INC., a California corporation, whose name is subscribed to the within Certificate of Limited Partnership of Los Caballeros, a California Limited Partnership, as the Attorney-in-Fact of DAVENPORT INVESTMENT COMPANY, and acknowledged to me that he subscribed the name of DAVENPORT INVESTMENT COMPANY thereto as principal, and his own name as Attorney-in-Fact.

WITNESS my hand and official seal.



Barbara Webster
 Notary Public in and for said
 County and State

84-225063

LIMITED PARTNER:	Capital Contribution	Units Ownership
RICHARD ANTHONY VILLELLI, Trustee of THE RICHARD ANTHONY VILLELLI AND MARIE VICTORIA VILLELLI REVOCABLE TRUST DATED MARCH 4, 1983 1001 West Whittier Boulevard La Habra, California 90631 Soc. Sec. No. 548-66-2694	\$100,000.00	2 non- assessable

Richard A. Villelli, Trustee
 Richard A. Villelli, Trustee

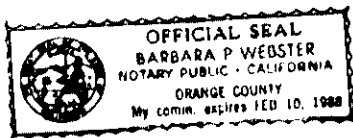
By: VILLELLI ENTERPRISES, INC.,
 a California corporation,
 as Attorney-in-Fact

By *Richard A. Villelli, President*
 Richard A. Villelli, President

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ORANGE)

On May 31, 1984, before me, a Notary Public in and for said County and State, personally appeared RICHARD A. VILLELLI, personally known to me to be the President of VILLELLI ENTERPRISES, INC., a California corporation, whose name is subscribed to the within Certificate of Limited Partnership of Los Caballeros, a California Limited Partnership, as the Attorney-in-Fact of RICHARD A. VILLELLI, TRUSTEE of THE RICHARD ANTHONY VILLELLI AND MARIE VICTORIA VILLELLI REVOCABLE TRUST DATED MARCH 4, 1983, and acknowledged to me that he subscribed the name of RICHARD A. VILLELLI, TRUSTEE of THE RICHARD ANTHONY VILLELLI AND MARIE VICTORIA VILLELLI REVOCABLE TRUST DATED MARCH 4, 1983 thereto as principal and his own name as Attorney-in-Fact.

WITNESS my hand and official seal.



Barbara P. Webster
 Notary Public in and for said
 County and State

