

CERTIFICATE OF LIMITED PARTNERSHIP

OF

JOPLIN RANCH LIMITED PARTNERSHIP

88 DEC 31 PM 4 03
SECRETARY OF STATE

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

1. The name of the limited partnership is Joplin Ranch Limited Partnership.

2. The character of the business of the partnership is as follows: farming and ranching.

3. The location of the business is 7720 North Eagle Road, Meridian, Idaho 83642.

4. The name and address of the registered agent is Lois L. Joplin, 7720 North Eagle Road, Meridian, Idaho 83642.

5. The names and address of the general and limited partners are as follows:

General Partner:

Lois L. Joplin
7720 North Eagle Road
Meridian, Idaho 83642

Limited Partners:

Lois L. Joplin
7720 North Eagle Road
Meridian, Idaho 83642

Kevin C. Joplin
9707 Gurdon Drive
Boise, Idaho 83704

6. There are 1,750 general partnership units having an initial value of \$100.00 per unit. There are 5,000 limited partnership units each having an initial value of \$100.00 per unit. The members of the partnership and the number of units which each partner owns are as follows:

| <u>NAME</u> | <u>CONTRIBUTED PROPERTY</u> | <u>AGREED VALUE</u> | <u>NUMBER OF UNITS</u> |
|-------------------------|---------------------------------|-------------------------|----------------------------|
| General Partner | | | |
| Lois L. Joplin | See Exhibit "A" | \$175,000.00 | 1,750 |
| Limited Partners | | | |
| Lois L. Joplin | See Exhibit "A" | \$499,900.00 | 4,999 |
| Kevin C. Joplin | None | \$ 100.00 | 1 |

7. The limited partner is not required to make any additional contributions to the partnership.

8. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the another limited partner and the general partners.

9. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

(a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and the expenses of liquidation including a sales commission to the selling agent, if any;

(b) To the payment of the debts and liabilities of the Partnership to the Partners;

(c) To the setting up of any reserves which the General Partner deems necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. Said reserves shall be paid over by the General Partner to a commercial bank to be designated by the General Partner, as Escrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partner shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the General Partner and Limited Partners to the extent of their net credit balances in their capital and current undistributed profits accounts;

(e) To the General Partner and Limited Partners in the ratio that each Partner's number of capital Units, whether General or Limited, bears to the aggregate Units of General and Limited. If there is not a sufficient amount to return all capital contributions to the Partners, they shall share pro rata in the losses in the same proportion as set forth in Paragraph 12;

(f) In the event of a liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal work, selected by a majority of the Partnership interests and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding sub-paragraph of this Paragraph, if such property were sold;

(g) A reasonable time as determined by the General Partner, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partner to minimize any losses attendant upon liquidation.

10. No limited partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the general partners deem it in the best interests of the partnership, a distribution may be made to the partners in kind in accordance with the provisions of the Joplin Ranch Limited Partnership Agreement, dated December 31, 1986. No limited partner is given priority over another limited partner as to return of contribution or income; except that, as among the limited partners, in any allocation of return of contribution or income to the limited partners, each limited partner shall share in the allocation in the proportion that his number of partnership units as a limited partner bears to the total number of partnership units held by limited partners.

11. The partnership shall commence on December 31, 1986, and shall continue until terminated as provided in the Limited Partnership Agreement. The business of the

partnership may be continued upon the death, retirement or insanity of a general partner if the remaining partners agree to continue the partnership.

12. Pursuant to paragraph 17 entitled "Power of Attorney" of the Limited Partnership Agreement, each limited partner has given each general partner and each general partner has given the other general partners the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 31st day of December, 1986.

Lois L. Joplin
Lois L. Joplin

General Partner

SUBSCRIBED AND SWORN to before me this 31st day of December, 1986.

Edward W. Ahrens
Notary Public for Idaho
Commission expires: October 11, 1987

(SEAL)

PARCEL NO. 1:

Lots 5 and 6 and the Southwest quarter of the Southwest quarter of Section 16, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, EXCEPT THOSE PORTIONS OF THE FOLLOWING DESCRIBED EXCEPTIONS WHICH ARE SITUATED WITHIN THIS PARCEL:

EXCEPTION NUMBER 1:

Starting 1,144 feet North of the quarter corner on the South side of Section 16, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence

North 74°50' West 116 feet; thence
North 51°56' West 212 feet; thence
North 61°44' West 125 feet; thence
North 74°15' West 158 feet; thence
North 28°56' West 187 feet; thence
North 07°25' West 117 feet; thence
North 00°30' West 162 feet; thence
North 30°39' West 654 feet; thence
North 66°46' East 203 feet; thence
North 58°43' East 183 feet; thence
South 65°57' East 87 feet; thence
South 75°57' East 189 feet; thence
North 84°08' East 133 feet; thence
North 61°42' East 146 feet; thence
North 38°31' East 180 feet more or less to a point on the mid-section line which is 1,583 feet North of the true point of beginning; thence South 1,583 feet to the true point of beginning, all being part of Government Lots 3 and 6 and of the Boise River as originally meandered in the General Land Office Survey.

EXCEPTION NUMBER 2:

Beginning at the Southwest corner of said Section 16; thence North along the West line of said Section 16 a distance of 2664.02 feet; thence North 78°01'32" East, a distance of 32.15 feet to the Real Point of Beginning; thence North along the right of way of Eagle Road a distance of 192.00 feet to a point on the South edge of a dike on the South bank of the Boise River; thence South 75°46'41" East, along the South edge of said dike a distance of 212.43 feet; thence South 74°29'31" East, along said dike a distance of 132.66 feet; thence South 89°25'56" East, a distance of 129.61 feet along said dike; thence South 79°28'46" East, along said dike a distance of 231.53 feet; thence South 66°12'30" East, a distance of 151.19 feet along said dike; thence

South 09°28'00" East, a distance of 90.00 feet along said dike, to a point on the North side of a private road; thence North 84°21'00" West, along North side of said private road a distance of 170.35 feet; thence North 81°36'30" West, along North side of said private road a distance of 214.28 feet; thence South 82°11'10" West, along North side of said private road a distance of 121.85 feet; thence South 86°28'08" West, along North side of said private road a distance of 184.93 feet; thence North 62°38'08" West, along North side of said private road a distance of 168.58 feet to the Real Point of Beginning.

EXCEPTION NUMBER 3:

Beginning at the Southwest corner of said Section 16, thence North along the West line of said Section 16, a distance of 2664.02 feet, thence South 82°13'43" East a distance of 879.90 feet to an existing property corner, being the Real Point of Beginning; thence North 8°14'36" West, (formerly North 9°28' West), a distance of 90.00 feet to an existing property corner; thence North 8°14'36" West, a distance of 24.42 feet to a point on the South Bank of the Boise River; thence South 81°51'36" East along said bank for 631.99 feet; thence South 84°41'24" West, a distance of 440.95 feet; thence North 84°16'36" West, a distance of 171.01 feet to the Real Point of Beginning. Together with all rights and easements for ingress and egress to and from that certain public road known as the Eagle Road.

EXCEPTION NUMBER 4:

A parcel of land being on both sides of the centerline of State Highway No. 69 Project No. RS-3790(1) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of Government Lot 4 of Section 21; the SW1/4SW1/4 and Government Lot 5 of Section 16, Township 4 North, Range 1 East, Boise Meridian, described as follows, to-wit:

Beginning at the Northwest corner of Section 21, Township 4 North, Range 1 East, Boise Meridian; thence South 1°15'09" West along the West line of said Section 21 a distance of 1,222.0 feet, more or less, to the Southwest corner of Government Lot 4 of said Section 21; thence southeasterly along the South line of said Government Lot 4 a distance of

120.0 feet, more or less; thence North 5°39'30" East - 412.0 feet, more or less, to a point that bears South 88°44'51" East - 115.12 feet from Station 202+61.08 of said State Highway No. 69 - Project No. RS-3790(1) Highway Survey; thence North 5°39'26" East - 102.47 feet to a point that bears South 88°44'51" East - 122.99 feet from Station 203+63.25 of said Highway Survey; thence North 2°47'41" West - 779.25 feet to a point in a line parallel with and 85.0 feet Easterly from the centerline and bears South 89°13'32" East from Station 211+40.06 an angle point of 0°20'09" Left of said Highway Survey; thence along said parallel line as follows:

Northerly along a 5,644.58 foot radius curve right 14.01 feet to a point opposite Station 211+54.28 Back equals Station 211+53.78 Ahead of said Highway Survey, North 0°55'00" East - 2,260.76 feet to a point opposite Station 234+14.54 of said Highway Survey; thence North 2°28'18" East leaving said parallel line 574.0 feet, more or less, to a point in the North line of the tract of land as described in that certain Warranty Deed dated May 2, 1972, recorded May 3, 1972, as Instrument No. 804858 records of Ada County, Idaho and which point bears South 87°37'38" East - 79.98 feet from Station 239+90.69 of said Highway Survey; thence South 76°11'41" East (shown of record to be South 75°46'41" East) along said North line 32.66 feet to a point that bears South 87°35'07" East 112.0 feet from Station 239+84.33 of said Highway Survey; thence North 0°52'02" East - 220.0 feet, more or less, to a point in the Northerly line of Government Lot 5 of Section 16, Township 4 North, Range 1 East, Boise Meridian; thence Westerly along said Northerly line 145.0 feet, more or less, to the Northwest corner of said Government Lot 5, which corner is a point in the West line of said Section 16; thence South 0°55'00" West along the West line of said Section 16 a distance of 3,130.0 feet more or less, to the PLACE OF BEGINNING. Together with any water or water rights appurtenant to the hereinabove described land. Together with all rights of access between the right of way of

the said project and the remaining contiguous real property belonging to the Grantor of this property, except for a 30 foot unrestricted approach on the right (Easterly) side of Sta. 199+32 of said Hwy Survey and 25.0 foot unrestricted approaches on the right (Easterly) side at Sta. 211+20, 222+25 & 235+28 of said Hwy Survey & a 25.0 foot joint use approach on the right (Easterly) side at Sta. 237+54 of said Hwy Survey; and the right to prohibit the erection or construction of any buildings or structures except irrigation or drainage structures within twenty feet (20') of the real property above described.

PARCEL NO. 2:

Lots 2, 3 and 4 in Section 21, Township 4 North, Range 1 East of the Boise Meridian. Together with all water and water rights belonging to said property or appertaining thereto, EXCEPT those portions of the following described exceptions which are situated within this parcel:

EXCEPTION NUMBER 1:

A small piece of land in the Northeast corner of the above-described property and which is further described as follows, to-wit: Beginning at the Section corner common to Sections 16, 17, 20 and 21; thence on bearing of North 89°25' East which bears 90°18' East of the West Quarter corner of Section 21, according to Idaho State Highway Department road survey maps, a distance of 2747.80 feet to the real point of beginning; thence South 1°10' East a distance of 222.90 feet to a point on the North bank of the Boise River; thence North 69°56' East a distance of 163.56 feet along the bank of the Boise River to a point; thence South 88°41' East a distance of 237.60 feet along the bank of the Boise River to a point; thence South 46°29' East a distance of 331.53 feet along the bank of the Boise River to a point; thence South 61°16' East a distance of 352.80 feet along the bank of the Boise River to a point; thence North 81°31' East a distance of 279.22 feet along the

bank of an old channel of the Boise River to a point; thence North 25°38' West a distance of 204.90 feet along the bank of an old channel of the Boise River to a point; thence North 56°32' East a distance of 165.38 feet along the bank of an old channel of the Boise River to a point; thence North 0°27' West a distance of 258.00 feet to a point; thence South 89°46' West a distance of 1268.95 feet to the real point of beginning. Together with all water and water rights belonging to said property or appertaining thereto.

EXCEPTION NUMBER 2:

A parcel of land being on both sides of the centerline of State Highway No. 69 Project No. RS-3790(1) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of Government Lot 4 of Section 21; the SW1/4SW1/4 and Government Lot 5 of Section 16, Township 4 North, Range 1 East, Boise Meridian, described as follows, to-wit:

Beginning at the Northwest corner of Section 21, Township 4 North, Range 1 East, Boise Meridian; thence South 1°15'09" West along the West line of said Section 21 a distance of 1,222.0 feet, more or less, to the Southwest corner of Government Lot 4 of said Section 21; thence southeasterly along the South line of said Government Lot 4 a distance of 120.0 feet, more or less; thence North 5°39'30" East - 412.0 feet, more or less, to a point that bears South 88°44'51" East - 115.12 feet from Station 202+61.08 of said State Highway No. 69 - Project No. RS-3790(1) Highway Survey; thence North 5°39'26" East - 102.47 feet to a point that bears South 88°44'51" East - 122.99 feet from Station 203+63.25 of said Highway Survey; thence North 2°47'41" West - 779.25 feet to a point in a line parallel with and 85.0 feet Easterly from the centerline and bears South 89°13'32" East from Station 211+40.06 an angle point of 0°20'09" Left of said Highway Survey; thence along said parallel line as follows:

Northerly along a 5,644.58 foot radius curve right 14.01 feet to a point opposite Station 211+54.28 Back equals Station 211+53.78 Ahead of said Highway Survey, North 0°55'00" East - 2,260.76 feet to a point opposite Station 234+14.54 of said Highway Survey; thence North 2°28'18" East leaving said parallel line 574.0 feet, more or less, to a point in the North line of the tract of land as described in that certain Warranty Deed dated May 2, 1972, recorded May 3, 1972, as Instrument No. 804858 records of Ada County, Idaho and which point bears South 87°37'38" East - 79.98 feet from Station 239+90.69 of said Highway Survey; thence South 76°11'41" East (shown of record to be South 75°46'41" East) along said North line 32.66 feet to a point that bears South 87°35'07" East 112.0 feet from Station 239+84.33 of said Highway Survey; thence North 0°52'02" East - 220.0 feet, more or less, to a point in the Northerly line of Government Lot 5 of Section 16, Township 4 North, Range 1 East, Boise Meridian; thence Westerly along said Northerly line 145.0 feet, more or less, to the Northwest corner of said Government Lot 5, which corner is a point in the West line of said Section 16; thence South 0°55'00" West along the West line of said Section 16 a distance of 3,130.0 feet more or less, to the PLACE OF BEGINNING; provided that the Grantor convey only such right or interest as it possesses in and to that portion of the South Channel of the Boise River bed and that portion of the North Channel of the Boise River bed lying within the hereinabove described area. Together with any water or water rights appurtenant to the hereinabove described land. Together with all rights of access between the right of way of the said project and the remaining contiguous real property belonging to the Grantor of this project, except for a 30 foot unrestricted approach on the right (Easterly) side of Sta. 199+32 of said Hwy Survey and 25.0 foot unrestricted approaches on the right (Easterly) side at Sta. 211+20, 222+25 & 235+28 of said Hwy Survey & a 25.0 foot joint use approach on the right (Easterly) side at Sta. 237+54 of said Hwy Survey; and the right to prohibit the erection or construction of any buildings or structures except irrigation or drainage structures within twenty feet (20') of the real property above described.