

CERTIFICATE OF LIMITED PARTNERSHIP

OF  
STATE

R F & C LIMITED PARTNERSHIP

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

1. Name. The name of the limited partnership is R F & C LIMITED PARTNERSHIP.

2. Business. The character of the business of the partnership is to own, develop and rent real estate.

3. Name and Address of Registered Agent. The name and address of the registered agent of the limited partnership is Frank M. Arana, Route 3, Box 320, Buhl, Idaho 83316. The principal place of business of the limited partnership is R F & C Limited Partnership, Route 3, Box 320, Buhl, Idaho 83316.

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

Frank M. Arana and Kathleen Arana  
Route 3, Box 320  
Buhl, Idaho 83316

The limited partners are:

Ramon R. Arana  
6611 Pamona  
Boise, Idaho 83704

1           Antonia M. Bicandi  
2           7100 San Fernando Drive  
            Boise, Idaho 83704

8           Celestina Arana  
            1401 South Cole Road  
            Boise, Idaho 83709

4           5. Contributions by Partners.

6           General Partners

7           Frank and Kathleen Arana           \$ 28,500.00   Cash  
   \$ 33,333.00   Equity  
  in farm

8           Limited Partners

9           Ramon R. Arana                   \$ -0-       Cash  
   \$ 33,333.00   Equity  
  in farm  
10          Antonia M. Bicandi               \$ 15,700.00   Cash  
   \$ -0-       Equity  
  in farm  
11          Celestina Arana                  \$ 12,800.00   Cash  
12   \$ 33,334.00   Equity  
  in farm

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

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

20          8. Time at Which or the Events on the Happening of  
21          Which a Partner May Terminate his Membership in the Limited  
22          Partnership. The partnership continues until fifty (50) years  
23          from the date of this Certificate, unless terminated sooner by

1 unanimous agreement of all partners or the death of Frank Arana.  
2 Upon termination of the partnership the assets will be liqui-  
3 dated, the partnership creditors paid, and the partners will  
4 be paid their share of undrawn profits and their respective  
5 contributions to the capital of the partnership.

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

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

13 11. Events Upon Which the Limited Partnership is to  
14 be Dissolved and its Affairs Wound Up. The limited partnership  
15 will be dissolved only upon the death of Frank Arana or upon  
16 the termination of the limited partnership as provided by the  
17 partnership agreement which terminates fifty (50) years from  
the date of this Certificate.

18 12. Right of Remaining General Partner to Continue  
19 Business on Death of General Partner. Frank Arana may continue  
20 limited partnership upon the death of Kathleen Arana.

1           13. Other Matters. The business of the partnership  
2 may be continued upon the death, retirement, or incapacity of  
3 the general partner.

4           IN WITNESS WHEREOF this Certificate is signed and  
5 sworn to this 21<sup>st</sup> day of December, 1983.

6           GENERAL PARTNERS

7           *Frank M. Arana*  
8           FRANK M. ARANA

9           *Kathleen Arana*  
10          KATHLEEN ARANA

11          LIMITED PARTNERS

12          *Ramon R. Arana*  
13          RAMON R. ARANA

14          *Antonia R. Bicandi*  
15          ANTONIA BICANDI

16          *Celestina Arana*  
17          CELESTINA ARANA

18          STATE OF IDAHO                    )  
19    ) ss.  
20          County of Twin Falls            )

21           On this 19<sup>th</sup> day of December, 1983, before me, the  
22 undersigned, a Notary Public in and for said County and State,  
23 personally appeared Frank M. Arana and Kathleen Arana, husband  
and wife, known to me to be the persons whose names are sub-  
scribed to the foregoing instrument, and acknowledged to me  
that they executed the same.

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

*John L. Hansen*  
Notary Public for Idaho  
Residing at *Buhl, Idaho*

1 STATE OF IDAHO )  
2 County of Ada ) ss.

3 On this 21<sup>st</sup> day of December, 1983, before me, the  
4 undersigned, a Notary Public in and for said County and State,  
5 personally appeared Ramon R. Arana, Antonia Bicandi and Celestina  
6 Arana, known to me to be the persons whose names are subscribed  
7 to the foregoing instrument, and acknowledged to me that they  
8 executed the same.

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

11 Richard L. Conroy  
12 Notary Public for Idaho  
13 Residing at Boise, Idaho