

CERTIFICATE OF LIMITED PARTNERSHIP

OF

KSC LIMITED PARTNERSHIP

'86 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 KSC Limited Partnership.

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

3. The location of the business is 3628 Hillcrest Drive, Boise, Idaho 83705.

4. The name and address of the registered agent is Wayne D. Hudson, 3628 Hillcrest Drive, Boise, Idaho 83705.

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

General Partner:

Wayne D. Hudson
3628 Hillcrest Drive
Boise, Idaho 83705

Limited Partners:

Wayne D. Hudson
3628 Hillcrest Drive
Boise, Idaho 83705

Kathleen Hudson
Rt. 4, Box 747
Vashon, WA 98072

Susan Hudson
436 N.E. McCartney
Bend, OR 97701

Curtis Wayne Hudson
3628 Hillcrest Dr.
Boise, Idaho 83705

6. There are 400 general partnership units having an initial value of \$100.00 per unit. There are 1,800 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:			
Wayne D. Hudson	See Exhibit "A"	\$ 40,000.00	400
Limited Partners			
Wayne D. Hudson	See Exhibit "A"	179,700.00	1,797
Kathleen Hudson	None	100.00	1
Susan Hudson	None	100.00	1
Curtis Wayne Hudson	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

CERTIFICATE OF LIMITED PARTNERSHIP-2

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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 in the Limited Partnership Agreement;

(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 KSC Limited Partnership Agreement. 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 8th day of December, 1986.

Wayne D. Hudson
Wayne D. Hudson
General Partner

SUBSCRIBED AND SWORN to before me this 8th day of December, 1986.

(SEAL)

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

Township 6 North, Range 5 East, Boise-Meridian,
Boise County, Idaho. Section 34: Lot 6, Northwest
1/4 Southeast 1/4, Southeast 1/4 Southeast 1/4.

EXHIBIT "A"