

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11-19-83 BY SP-10/AM '83
SECRETARY OF STATE

AMENDED

CERTIFICATE OF LIMITED PARTNERSHIP

OF

SKOGSBERG & SONS LIMITED PARTNERSHIP

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 Skogberg & Sons Limited Partnership.

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

3. The location of the business is Route #2, Box 2126, Nampa, Idaho.

4. The name and address of the registered agent is Glenn Skogsberg, Route #2, Box 2126, Nampa, Idaho 83651.

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

General Partners:

Glenn Skogsberg
Route #2, Box 2126
Nampa, Idaho 83651

Sharon Skogsberg
Route #2, Box 2126
Nampa, Idaho

Lorell Skogsberg
Route #2, Box 2126
Nampa, Idaho 83651

Lyndon Skogsberg
P.O. Box 785
Glenns Ferry, Idaho 83623

Limited Partners:

Glenn Skogsberg
Route #2, Box 2126
Nampa, Idaho 83651

Sharon Skogsberg
Route #2, Box 2126
Nampa, Idaho

Leslie Skogsberg
Route #2, Box 2126
Nampa, Idaho 83651

Layne Skogsberg
Route #2, Box 2126
Nampa, Idaho 83651

6. There are 4,000 general partnership units having an initial value of \$100.00 per unit. There are 4,000 Class A limited partnership units and 5,000 Class B limited partnership units each having a 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>
<u>General Partners</u>			
Glenn Skogsberg & Sharon Skogsberg, husband and wife	See Exhibit "A"	\$209,500.00	2,095
Lorell Skogsberg	See Exhibit "A"	93,300.00	933
Lyndon Skogsberg	See Exhibit "A"	97,200.00	972
<u>Class A Limited Partners</u>			
Glenn Skogsberg & Sharon Skogsberg, husband and wife	See Exhibit "A"	\$400,000.00	4,000
<u>Class B Limited Partners</u>			
Glenn Skogsberg & Sharon Skogsberg, husband and wife	See Exhibit "A"	\$309,500.00	3,095
Leslie Skogsberg	See Exhibit "A"	93,300.00	933
Layne Skogsberg	See Exhibit "A"	97,200.00	972

7. A 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 Partners deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership. Said reserves shall be paid over by the Partners to a commercial bank to be designated by the General Partners, 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 Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the Class A limited partner to the extent of his/her net credit balances in his/her capital and current undistributed profits accounts;

(e) To the Class B limited partner to the extent of his/her net credit balances in his/her capital and current undistributed profits account;

(f) To the General Partner in equal proportions 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;

(g) In the event of 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 interest 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 subparagraph of this Paragraph, if such property were sold;

(h) A reasonable time as determined by the General Partners, 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 Partners 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 Skogsberg & Sons Limited Partnership Agreement, dated December 31, 1982. 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, 1982, at 5:00 p.m., and shall continue until terminated as provided in the Skogsberg & Sons Limited Partnership Agreement, dated December 31, 1982. 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 18 entitled "Power of Attorney" of the Skogsberg & Sons 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 3rd day of January, 1983.


Glenn Skogsberg

General Partner

SUBSCRIBED AND SWORN to before me this 3rd day of January, 1983.

(SEAL)


Notary Public for Idaho

PARCEL I

NE1/4SE1/4 and the East 11 A of NW1/4SE1/4 Section 23, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL II

NE1/4SW1/4, Section 24 and NW1/4SW1/4, Section 24, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL III

SE1/4NW1/4, NE1/4SW1/4 Section 25, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

PARCEL IV

SE1/4NE1/4, E 1/2SE1/4, Section 10, Township 7 South, Range 9 East; SW1/4NW1/4, W1/2SW1/4, Section 11, Township 7 South, Range 9 East; NW1/4NW1/4, Section 14, Township 7 South, Range 9 East; NE1/4NE1/4, Section 15, Township 7 South, Range 9 East, Elmore County, Idaho.

PARCEL V

S1/2S1/2 Section 28, Township 6 South, Range 9 East; N1/2N1/2, Section 33, Township 6 South, Range 9 East, Elmore County, Idaho.

PARCEL VI

NW1/4SE1/4, SW1/4NE1/4, Section 25, T4N, R2W, B.M., Canyon County, Idaho.

TRUCKS & AUTOS:

Truck New Cab #10 W/Hoist
Truck W/Beet Bed
1931 Studebaker
1970 Int'l Trk. #14 W/Bed & Hoist
1972 Int'l Trk. #18 W/Hoist
#8 Trk. Bed
White Frtliner
IHC Truck #21
IHC Truck #22
1975 Datsun P.U.
1977 Clubwagon
1979 Ford P.U. F150
Spud Beds 8 & 20
Spud Bed
20' DTW Potato Bed
1979 Ford P.U. F150

1967 Ford P.U.
White Frtliner
Flat Bed/Frtliner
1979 Ford P.U. F250
1974 IHF1910 Trk. #17

TRACTORS:

Ferguson 50
856 D Tractor
656 Int'l D-H
856 Trac. 4x4
2 Pr. Trac. Duals 14x38
IH 2500 Loader Trac.
Tractor Duals 1 Pr.
IHC 3588 Trac.
IHC 1486-D Trac.
1466 Tractor (D & L)
560 Diesel (D & L)

OTHER:

Scraper
Rake
Fox Chopper
Manure Loader
Loader & Fork
Plow - 4 Bottom
Ditcher
Ace Sprayer - 200 Gal.
Potato Cultivator - Liliston (D&L)
Vibra Shank Cult. G.F.
463 Cult. & Hlr.
669 Cult.
IH 353 Rolling Cult.
Vibra Shank
Land Plane
Potato Seed Loader

EXHIBIT A

OTHER (Continued):

Potato Planter - 4 Row
Fox Corn Chopper
Deep Plow
Potato Windrower
12' Hutchmaster Offset
Lockwood Spud Hrvstr.
(1) 6' & (1) 12' Ace Hoe
PT Land Plane
Ripper
16' Hutchmaster Disc
Ace Drawbar
Ace Harrow
Ace Hoe & Pack
Combine JD 7720
Weed Burner
Hay Head
Compressor
Rotary Mower
Radio Comm. Eq.
Corn Head
Radio
Road Grader
Pipe Solid Set Trailer
Welder (G.F.)
Welder
Radio
Rhino 7' Blade (G.F.)
Walden Blade
Pfiester 9' Grain Auger
Rolling Harrow
Nurse Tank
Sprayer Tank
Spray Washer
Sprayer
2 Radios
Welder
Combine Trailer
2 Radios
Fuel Tank
Loading Dock (G.F.)
Gas Tank & Pump
Compressor
Heater
2-Way Radio
10,000 Gal. Tank
Hay Trlr. - Low Boy
24" Bulk Seed Loader
Power Hack Saw
Office Furn. Refrig.
2-Way Radio Base
Radio Units (5)

EXHIBIT A

OTHER (Continued):

Grain Drill
Cultivator 3 PT.
Rod Weeder
Potato Vine Roller
Gas Pump Ens. Pit
Elec. Knife Sharpener
Fire Ext. & Sprinklers 2/3
Pump
Tool Box
Shop Eq. - Charger
Air Wrench
Tarp
Shop Eq. D & L
Winch - Low Boy
Irrigation Pipe & Equip.
(2) Grnd. Hog SD Beds
2-14'-66-3D
1/2 Seed Cutter
1/2 Seed Cutter
1/2 Storage Cabinet
1/2 Seed Cleaner
2/3 Bee Houses
1/2 Cultivator - 2 PT.
1/2 Rotary Cult.
1/2 Rotary Mulcher
130 NW Weeder
1/2 Potato Piler
1/2 Flamer
1/2 Sprinkler Eq.
1978 Governor Mobile Home
Potato Planter
1976 International Pickup
Misc. Equipment

EXHIBIT A