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CERTIFICATE OF LIMITED PARTNERSHIP

SECRETARY OF
STATE

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

1. The name of the Partnership is Pickett Creek Ranch ~~Inc.~~ *Limited Partnership*
2. The purpose of the Partnership is to engage in the *(37)*
general business of operating a cattle ranch.

3. The principal place of business of the Partnership is located at Pickett Creek Ranch [insert address], Oreana, Owhyhee County, Idaho.

4. There is one General Partner and one Limited Partner.
The name and place of residence of the General Partner is:

Frank Tschannel
3001 South Roosevelt #18
Boise, Idaho 83705

The name and place of residence of the Limited Partner is:

Navigation Services, Inc., a California corporation
1604 Morse Avenue
Ventura, California 93003

5. The term for which the Partnership is to exist shall commence on the recordation of this Certificate and shall continue for an indefinite period.

6. The amount of cash contributed by the Limited Partner is none.

The description and agreed value of property other than cash contributed by the Limited Partner is livestock having an agreed value of Three Hundred Six Thousand Dollars (\$306,000.00).

7. No additional cash contribution is to be made by the Limited Partner.

8. No time has been agreed upon for the return of the Limited Partner's contribution.

9. The share of the profits and the compensation by way of income which the Limited Partner shall receive by reason of its contribution is 51% of the profits.

10. The Limited Partner has no right to substitute an assignee as contributor in his place.

11. No Partner has been given a right to admit additional Limited Partners.

12. There being but one Limited Partner, no Limited Partner has any right of priority over any other Limited Partner.

13. There being but one General Partner, no General Partner has the right to continue business on the death, retirement, or insanity of another General Partner.

14. The Limited Partner has no right to demand or receive property other than cash in return for its contribution.

15. The General Partner may be removed and a new General Partner elected by vote of the Limited Partner; and the approval of the Limited Partner is required for (1) the sale of all or substantially all of the assets of the Partnership; (2) amendment of the Limited Partnership Agreement; or (3) dissolution of the Partnership.

DATED: January 25, 1982



Frank Tschannel

GENERAL PARTNER

NAVIGATION SERVICES, INC.


By

LIMITED PARTNER

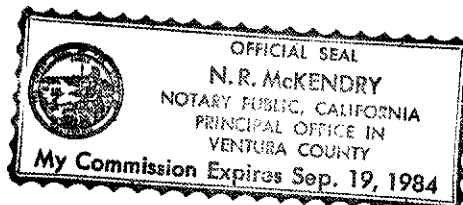
STATE OF CALIFORNIA,)
COUNTY OF VENTURA) SS.

ON January 25, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK TSCHANNEL, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same. WITNESS my hand and official seal.

Signature N. R. McKendry

N. R. McKendry

Name (Typed or Printed)



STATE OF CALIFORNIA,)
COUNTY OF VENTURA) SS.

ON January 25, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen L. Leffler President, and Norman R. Chipperfield, known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, 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.

SIGNATURE N. R. McKendry

N. R. McKendry

Name (Typed or Printed)

