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SEC. OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP FOR
NEIBAUR AND STEVENSON FARMS LIMITED PARTNERSHIP

ARTICLE I. FORMATION OF LIMITED PARTNERSHIP

Section 1.1 Agreement. The parties agree to the terms of this certificate, form a Limited Partnership pursuant hereto and under the provisions of the Idaho Uniform Limited Partnership Law, Title 53, Chapter 2, Idaho Code, and certify to the formation of the Limited Partnership.

ARTICLE II. NAME, CHARACTER OF BUSINESS, LOCATION AND TERM

Section 2.1 Name. The name of the Limited Partnership is: NEIBAUR AND STEVENSON FARMS LIMITED PARTNERSHIP.

Section 2.2 Character of Business. The character of the business of the Limited Partnership is:

Farming and dealing with real and personal property, and such other lawful purpose as may be appropriate.

Section 2.3 Principal Place of Business. The principal place of business of the partnership has the following location and post office address:

Route #5, Box 139, Rupert, Idaho 83350

Section 2.4 Other Place of Business. The address of each other place of business of the partnership is: None

Section 2.4(a) Registered Agent. The registered agent of the partnership is John A. Stevenson, whose address is Route #5, Box 139, Rupert, Idaho 83350.

Section 2.5 Term. The partnership commenced the 1st day of January, 1988, and shall continue until terminated as hereinafter provided.

ARTICLE III. PARTNERS, CONTRIBUTIONS, UNITS, WITHDRAWALS AND LOANS

Section 3.1 General Partners. The name and residence of each general partner, the amount of cash and a description and agreed value of other property contributed by each, and the number of units of each in the Limited Partnership, are as follows:

<u>Name and Residence</u>	<u>Contribution</u> <u>Item</u>	<u>Amount</u>	<u>No. of Units</u>
John A. Stevenson Route 5 Box 139 Rupert, ID 83350	40% interest in the property described in Exhibit "A", attached hereto and by reference made a part hereof as if fully set forth herein		40
Glen H. Neibaur Route 1 Box 1480 Paul, ID 83347	10% interest in the property described in Exhibit "A", attached hereto and by reference made a part hereof as if fully set forth herein		10
Dean F. Stevenson Route 5 Box 139 Rupert, ID 83350	10% interest in the property described in Exhibit "A", attached hereto and by reference made a part hereof as if fully set forth herein		10

Section 3.2 Limited Partner. The name and residence of each limited partner, the amount of cash, and a description and agreed value of other property contributed by each, and the number of units of each in the Limited Partnership, are as follows:

<u>Name and Residence</u>	<u>Item</u>	<u>Contribution Amount</u>	<u>No. of Units</u>
Mack W. Neibaur 1200 North 510 West, Norland Rupert, ID 83350	40% interest in the property described in Exhibit "A", attached hereto and by reference made a part hereof as if fully set forth herein		40

Section 3.3 Loans by Partners. Any partner with the consent of the partnership may loan money to the partnership, from time to time, with the amount, interest, terms and repayment to be evidenced by a written note or agreement.

Section 3.4 Transfers of Units to Partnership. Each partner has the right to assign any unit or units of partnership interest to any other partner, limited or general, of the partnership. No consent of the general partners and no amendment of this agreement shall be required for any such transfer; however, notice in writing of the transfer must be given to the partnership by personal delivery to any general partner or by mailing the same to the mailing address for the partnership. Transferee partner becomes, for all purposes, a substituted general or limited partner, as the case may be, as to the transferred unit or units.

Section 3.5 Transfer of Assets and Liabilities. Each of the partners specified above shall transfer his interest in the assets described in Exhibit "A" to the Neibaur and Stevenson Farms Limited Partnership. By the signing of this agreement, all partners also agree to assume and satisfy all liabilities specified on Exhibit "A".

ARTICLE IV. CLASSIFICATION & DISTRIBUTION OF UNITS

Section 4.1 Total Units. The partnership capital interests are divided into units that are classified as follows:

<u>Unit Names</u>	<u>Number of Units</u>
General Partner Units	60
Limited Partner Units	40

Section 4.2 Units. Each of the units specified above have a value of \$2,684.03 each. Upon dissolution, withdrawal, return of contribution or liquidation, the stated value only, plus any unpaid share of profits due on the units, shall be distributed in cash to the holder of each unit. Upon liquidation the stated value, plus the share of the unpaid profits, shall be paid as to each unit outstanding. If there be not sufficient capital to return stated value, plus any unpaid profits, as to each unit, the capital available shall be returned pro rata to the units.

The general partners shall have the right to determine, by unanimous vote, the reasonable needs of the business as justifying not distributing part or all of the earnings.

ARTICLE V. MANAGEMENT

Section 5.1 General Partners. The general partners shall have equal rights in the management of the partnership business. Each general partner shall devote such time as is necessary to the conduct of the partnership business. General partners shall be entitled to draw an amount per month or per

year as is agreed to by all of the general partners.

Section 5.2 Limitations on General Partners. No general partner shall, without unanimous consent of all general partners:

- a. Borrow or lend money on behalf of the partnership.
- b. Sell, assign or pledge his interest in the partnership.
- c. Execute any deed, security agreement, mortgage, deed of trust, bond, guaranty, surety agreement, lease, contract of sale of real estate, contract of sale of other property out of the ordinary course of business, confession of judgment, or assignment for the benefit of creditors.
- d. Assign, transfer, pledge, compromise, or release any of the claims of or debts due the partnership except upon payment in full, or arbitrate or consent to arbitration of any of the disputes or controversies of the partnership.

Section 5.3 Limited Partners. The limited partners shall take no part in the conduct or control of the partnership business and shall have no right or authority to act for or bind the partnership.

ARTICLE VI. DISSOLUTION; CONTINUANCE OF BUSINESS

Section 6.1 Retirement. Any general partner shall have the right to retire from the partnership at the end of any partnership fiscal year. Written notice of intention to retire shall be served on each other general partner at the office of

the partnership at least three months before the end of such fiscal year.

Section 6.2 Dissolution. Retirement, death, bankruptcy, or insanity of a general partner shall work an immediate dissolution of the partnership. The partnership shall be dissolved upon written demand of any general partner. Upon dissolution of the partnership for any of the above reasons, or for any reason provided by law, and unless the business is continued as provided in Section 6.3 hereof, any remaining general partner shall proceed with reasonable promptness to liquidate and terminate the partnership business, settle its accounts, and wind up its affairs as provided by law.

Section 6.3 Continuance of Business. In the event of dissolution of the partnership any remaining general partners, or any one remaining general partner, shall have the right to continue the partnership business under its present name, either alone or in conjunction with any other person, but he (or they) must pay to or on behalf of each general partner not continuing, the value of his interest in the partnership, which value shall be the sum of:

- a. His capital account, adjusted as hereinafter provided to reflect current value.
- b. His income account.
- c. Any earned and unpaid salary due him.
- d. Any unpaid loan due him.

e. His share of accrued net profit (or deduction for accrued net loss).

To continue the business, notice of election thereof must be given to all interested parties in writing within thirty days of the date of dissolution; otherwise the business shall be liquidated. In the event more than one partner desires to continue the business, but cannot agree to continue together, then the partnership shall be liquidated.

Section 6.4 Valuation of Assets. In determining the amount of the capital account of a partner, for continuance of the business, the units owned by a partner shall be valued at stated value plus any unpaid share of profit.

Section 6.5 Disputes. In the event of any dispute as to the value of a partnership interest, in the event of an election for continuance of the business, then the continuing partner or partners shall appoint an appraiser, the retiring partner or partners (or representative thereof) shall appoint an appraiser, the two appraisers shall jointly appoint a third appraiser, and the three appraisers shall determine, in compliance with this agreement, and by majority vote, the value of the partnership interest being retired, which determination shall bind all parties.

Section 6.6 Payment of Determined Value. In the event of continuance of the business, after dissolution, the determined value of the interest of a partner not continuing shall be paid

with accrued interest on the unpaid balance at 8% per annum from date of dissolution, 1/6th thereof plus interest paid down within thirty days of the date of determination of value, and the balance shall be payable in five equal annual installments of principal, plus interest. The determined value shall be the joint and several obligation of each continuing general partner and of any new general partner in the business, all of whom, as a condition of continuing the partnership, must execute and deliver a promissory note for the price payable to the party entitled thereto and on a form approved by that party.

Section 6.7 Death of a Limited Partner. The death of a limited partner shall not terminate the partnership business, but the interest of the deceased partner shall pass in accordance with the provisions of Article VII of this agreement.

Section 6.8 New General Partner. In the event of dissolution of the partnership with no general partner electing to continue the partnership business, any one or more limited partners may elect by notice in writing to all interested parties, within sixty days after dissolution, to become substituted general partner or partners and to continue the business by paying to each general partner and to each limited partner who requests in writing (within fifteen days) withdrawal of his partnership interest, the value of the interest of each partner not continuing or withdrawing. Value shall be determined and paid as in Section 7.4 and 7.5 hereof. Payment shall also be the

joint and several obligation, in writing, of continuing general partner. If more than one limited partner elects to be a new general partner, but not together, the partnership shall be liquidated.

ARTICLE VII. ASSIGNMENT; SUBSTITUTION; WITHDRAWAL

Section 7.1 Right to Assign. Any limited partner shall have the right to assign his interest in the partnership upon thirty days' written notice delivered to a general partner at the principal office of the partnership. Any such assignment shall be effective only to give the assignee the right to receive a share of profits to which his assignor would otherwise be entitled, and shall not give the assignee the right to become a substituted limited partner.

Section 7.2 Substitution. Only with the unanimous consent in writing of all general partners may a limited partner substitute an assignee as a new limited partner in his place, either in whole or in part.

Section 7.3 Required Redemption. In the event that (1) the general partner shall refuse or fail to consent to substitute a transferee as a new limited partner in place of an assigning limited partner, in whole or in part, or (2) a limited partner shall give three months' advance notice of an intent to withdraw his partnership interest as of a designated date which must be the nearest fiscal year end to the date of the notice, then, in either event, upon written demand of that limited

partner for withdrawal of his partnership interest, the partnership shall retire and redeem that partnership interest at the fair market value as of the nearest fiscal year end as provided in Sections 7.4, 7.5 and 7.6 hereof.

Section 7.4 Value of a Withdrawn Interest. Value of a withdrawn interest shall be determined as of the applicable fiscal year end as follows:

The units shall be valued at stated value plus any earned, but unpaid, share of profits.

Section 7.5 Withdrawal Payment. The redemption price for a withdrawn partnership interest shall be payable, with accruing interest on the unpaid balance at 8% per annum, from the valuation date until paid, with 1/6th of the value plus accrued interest to be paid thirty days after the value is determined and with a like payment of principal plus interest to be paid on the same day of each year thereafter until paid in full. The price shall be evidenced by a written promissory note and shall be a debt of the partnership.

Section 7.6 Optional Dissolution. Upon any demand for withdrawal by one or more limited partners, the general partners may elect by notice in writing to all partners, limited and general, to dissolve and liquidate the partnership, rather than redeem the interest of each withdrawing limited partner, and in that event, the general partnership shall proceed promptly to an orderly liquidation of the partnership.

ARTICLE VIII. ADMINISTRATIVE PROVISIONS

Section 8.1 Books of Account. Adequate books of account shall be kept at all times under supervision of a general partner designated by the general partners. Such books shall be open to inspection by any partner, or his accredited representative, at any reasonable time. The books of account shall be examined and reviewed at the close of each fiscal year by an independent public accountant designated by the partnership, and he shall make a report thereon.

Section 8.2 Fiscal Year.

The fiscal year of the partnership shall be the calendar year from January 1 to December 31 in each year.

Section 8.3 Banking. All funds of the partnership are to be deposited in its name in such checking account or accounts as shall be determined by the general partners.

Section 8.4 Further Instruments. Each party hereto shall execute such further instruments and shall perform such additional acts as are necessary to effectuate this partnership and to carry on its business.

Section 8.5 Limited Liability. No limited partner shall be liable for any debts and obligations of the partnership whatsoever. The risk of each limited partner in the partnership is strictly restricted to the contributions of the limited partner to the partnership as recited herein.

Section 8.6 Amendments. This agreement of limited

partnership may only be amended by a new agreement duly executed and sworn to by all general and limited partners and properly recorded as required by law.

ARTICLE IX. SPECIAL POWER OF ATTORNEY

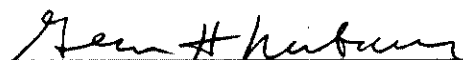
Each of the undersigned partners hereby constitutes and appoints the general partners, John A. Stevenson, Glen H. Neibaur and Dean F. Stevenson, or the survivor thereof, as his true and lawful attorney and empowers him to act for and in the place, name, and stead of the undersigned in executing the Agreement of Limited Partnership. Said general partners are further authorized to execute and record any amendments of said Agreement of Limited Partnership which may be required by law as a result of a change in membership of said Limited Partnership, a change in the number of units owned by said partners, or as a result of any other occurrence.

IN WITNESS WHEREOF, the parties have executed this agreement, and each party hereto, being first duly sworn, verifies the truth of each statement in the foregoing Certificate of Limited Partnership this 1st day of January, 1988.

"GENERAL PARTNERS"


John A. Stevenson


Dean F. Stevenson


Glen H. Neibaur

"LIMITED PARTNER"

Mack W. Neibaur
Mack W. Neibaur

STATE OF IDAHO)
County of Minidoka) ss.

On this 12th day of February, 1988, before me, the undersigned Notary Public in and for said State, personally appeared John A. Stevenson and Dean F. Stevenson, known to me to be the persons whose names are subscribed to the within 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 in this certificate first above written.

Richard J. [Signature]
Notary Public for Idaho
Residing at Logan
My commission expires 11-24-88

(SEAL)

STATE OF IDAHO)
County of) ss.

On this 17 day of February, 1988, before me, the undersigned Notary Public in and for said State, personally appeared Glen H. Neibaur, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate

first above written.

June M. Eckert
 Notary Public for ~~Idaho~~ Utah ~~Id~~
 Residing at Bonanza, UT
 My commission expires Nov 17, 1990

(SEAL)

STATE OF IDAHO Utah)
) ss.
 County of Salt Lake)

On this 12th day of February 1988, before me, the undersigned Notary Public in and for said State, personally appeared Mack W. Neibaur, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Arnette Rath
 Notary Public for Idaho
 Residing at Rupert
 My commission expires 8-4-93

(SEAL)

Neibaur and Stevenson Farms Limited Partnership
Cash, Property and Liabilities
January 1, 1988

Assets:

Cash	\$ 3,865.61
Loans Receivable	51,300.00
Deposit	5,555.55
Common Stock	1,510.00
P.C.A. "B" Stock	5.00
Genex Patronage Capital	21,287.21
1987 Wheat	73,244.00
1987 Sugar Beets	178,400.00
Land	2,000.00
Equipment-Book Value	<u>141,290.25</u>

Total Assets

\$478,457.62

Liabilities:

Note Payable-Valley Bank	\$108,000.00
Withheld Payroll Taxes	1,008.89
Commodity Credit Corporation Loan	87,035.20
Contract Payable-John Deere Company	<u>14,010.40</u>

Total Liabilities

\$210,054.49

EXHIBIT "A"