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CERTIFICATE OF LIMITED PARTNERSHIP

OF THE

WAPI LIMITED PARTNERSHIP

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the Partnership is the WAPI LIMITED PARTNERSHIP.

2. The general character of the Partnership business is to do all things reasonable and proper in the operation, acquisition and sale of farms and ranches.

3. The name and address of the agent for service of process upon the Partnership shall be Vern R. Duffin, 2142 So., 2800 West, Aberdeen, Idaho 83210.

4. The names and business addresses of each General and Limited Partner are as follows:

GENERAL PARTNERS

BUSINESS ADDRESS

Vern R. Duffin

2142 So., 2800 West  
Aberdeen, ID 83210

LIMITED PARTNERS

BUSINESS ADDRESS

Vern R. Duffin and  
Marilyn A. Duffin

2142 So., 2800 West  
Aberdeen, ID 83210

Jeanine Bliss

Aberdeen, ID 83210

5. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner is as follows:

General Partners

Agreed Value or Amount of Cash	Description of Capital
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Vern R. Duffin

\$ 51,000.00	Real Estate
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<u>Limited Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
Vern R. Duffin and Marilyn A. Duffin	\$439,500.00	Real Estate
Jeanine Bliss	\$ 19,500.00	Real Estate

6. There is no requirement for making additional contributions by any partner.

7. A Limited Partner may not assign all or any portion of a Partnership interest unless the following conditions are met:

(i) A proposed written instrument of assignment is filed with the Partnership setting forth a statement of the intention that the transferor, assignor, designor or legal representative transfers to the proposed transferee, designee or the legal representative such interests and the same become a substituted Limited Partner;

(ii) The proposed substituted Limited Partner execute, adopt and acknowledge the Partnership Agreement, the Buy-Out Agreement, the Certificate of Limited Partnership, if required by law, and any Certificates of Agreed Value;

(iii) The proposed substituted Limited Partner shall pay all costs and fees incurred or charged by the Partnership to effectuate the transfer;

(iv) The proposed substituted Limited Partner meets the requirements for investment in the Partnership applicable to the original transferor, if any, and executes all of the documents reasonably required by the General Partners;

(v) The General Partners, other than the transferring partner, if said transferring partner be a General Partner, shall give their unanimous consent, which consent they may grant or withhold in their sole discretion; and

(vi) A certificate evidencing the admission of such person as a Limited Partner shall have been properly recorded with the appropriate authorities.

8. No partner of the Partnership can sell, assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or transfer all or any portion of his Partnership interest, except pursuant to the terms of the Buy-Out Agreement of the General and Limited Partners of WAPI Limited Partnership. The exact terms and conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the Partnership.

9. No partner has the right to receive distributions of property or cash, except distributions of available funds approved by a majority vote of the General Partners of the Partnership.

10. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The General Partners by majority vote have the right to determine what distributions will be made to the partners.

11. The Partnership is to be dissolved and its affairs wound up upon the unanimous written agreement of the General Partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any General Partner.

12. In the event of dissolution of the Partnership, instead of winding up, the Partnership may be continued under the following conditions:

a. With the consent of the terminating General Partner if he be alive and competent, or otherwise by his successor in interest, and with the unanimous consent of all the General Partners or if there be no remaining General Partners, Limited Partners owning more than fifty percent (50%) of the outstanding Partnership units owned by Limited Partners, the interest of the terminating General Partner may be converted from a general Partnership interest to a limited Partnership interest and the Partnership reformed on that basis. The converted interests shall be entitled to the same interest in profits and losses or distributions as the interest such partner had as a General Partner. If there are no remaining General Partners a new General Partner or partners shall be selected from the Limited Partners by a majority vote of the Limited Partners and the interest of the Limited Partners or partners so chosen shall be converted to general Partnership interest. The converted interests shall be

entitled to the same interest in profits and losses or distributions as the interest such partner had as a Limited Partner; or

b. The Partnership or remaining partners may purchase the interest of the terminating General Partner under the terms of the Buy-Out Agreement and the Partnership reformed on that basis.

Dated this 14th day of December, 1984.

Vern R. Duffin  
Vern R. Duffin

GENERAL PARTNER

Vern R. Duffin  
Vern R. Duffin

Marilyn A. Duffin  
Marilyn A. Duffin

STATE OF IDAHO )  
County of Bonneville ) ss.

SUBSCRIBED and sworn to before me this 14th day  
of December, 1984.

(Seal)

Caroline Kuylen  
Notary Public for Idaho  
Residing at: State Falls  
My Commission Expires: 1-25-88

Jeanine Bliss  
Jeanine Bliss

LIMITED PARTNERS

STATE OF Idaho )  
County of Bonneville ) ss.

SUBSCRIBED and sworn to before me this 31<sup>st</sup> day of  
Dec, 1984.

(Seal)

James C. Love  
Notary Public for Idaho  
Residing at: Idaho Falls  
My Commission Expires: 10-24-88

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