

AMENDED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
BROWN LANDS, LTD.

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. That Brown Lands, Ltd. duly filed on June 7, 1982, a Restated Certificate of Limited Partnership with the Secretary of State for the State of Idaho.

2. The name of the limited partnership is Brown Lands, Ltd.

3. The character of the business of the partnership is as follows: Farming.

4. The location of the business is Homedale, Idaho.

5. The name and address of the registered agent is Edward C. Brown, Route #1, Box 42, Homedale, Idaho 83628.

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

General Partners:

Edward C. Brown  
Route #1, Box 42  
Homedale, Idaho 83628

Elise D. Brown  
Route #1, Box 42  
Homedale, Idaho 83628

Ronald T. Cammack  
Route #1, Box 1099E  
Homedale, Idaho 83628

Lucy K. Cammack  
Route #1, Box 1099E  
Homedale, Idaho 83628

Class "A" Limited Partners

Edward C. Brown  
Route #1, Box 42  
Homedale, Idaho 83628

Elise D. Brown  
Route #1, Box 42  
Homedale, Idaho 83628

Class "B" Limited Partners

Edward C. Brown  
Route #1, Box 42  
Homedale, Idaho 83628

Elise D. Brown  
Route #1, Box 42  
Homedale, Idaho 83628

Ronald T. Cammack  
Route #1, Box 1099E  
Homedale, Idaho 83628

Lucy K. Cammack  
Route #1, Box 1099E  
Homedale, Idaho 83628

7. There are 500 general partnership units having an initial value of \$100.00 per unit. There are 1,200 Class A limited partnership units and 800 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>			
Edward C. Brown & Elise D. Brown, husband and wife	See Exhibit "A"	\$ 26,000.00	260
Ronald T. Cammack & Lucy K. Cammack, husband and wife,	None	24,000.00	240
<u>Class A Limited Partners</u>			
Edward C. Brown & Elise D. Brown, husband and wife,	See Exhibit "A"	120,000.00	1,200
<u>Class B Limited Partners</u>			
Edward C. Brown & Elise D. Brown, husband and wife,	See Exhibit "A"	56,000.00	560
Ronald T. Cammack & Lucy K. Cammack, husband and wife,	None	24,000.00	240

8. The limited partner is not required to make any additional contributions to the partnership.

9. 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.

10. 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.

11. 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 Brown Lands, Ltd. Limited Partnership Agreement, dated August 31, 1981. 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.

12. The partnership shall commence on August 31, 1981, and shall continue until terminated as provided in the Brown Lands, Ltd. Limited Partnership Agreement, dated August 31, 1981. 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.

13. Pursuant to paragraph 16 entitled "Power of Attorney" of the Brown Lands, Ltd. 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 29<sup>th</sup> day of December, 1982.

  
Edward C. Brown

General Partner

SUBSCRIBED AND SWORN to before me this 29<sup>th</sup>  
day of December, 1982.

  
Notary Public for Idaho

(SEAL)

PARCEL I

The W1/2NW1/4 lying North of the "C" canal and the E1/2NW1/4 lying West of the Gem Irrigation District's Drain No. 1, all in Section 23, T3N, R5W, B.M., Owyhee County, Idaho.

EXCEPTING

A part of the NW1/4, Section 23, T3N, R5W, more particularly described as follows: Commencing at the center of the Gem Irrigation District's Drain No. 1 at the point where said Drain intersects the North boundary of said Section 23 (the point of beginning); thence West 1075 feet along the North boundary of said Section 23; thence South 400 feet parallel to the West boundary of said Section 23; thence East parallel to the North boundary of said Section 23 to the center of the Gem Irrigation District's Drain No. 1; thence Northerly along the centerline of said Drain to the point of beginning.

FURTHER EXCEPTING

A part of the NW1/4, Section 23, T3N, R5W, Boise Meridian; more particularly described follows:

COMMENCING at the SW Cor. of said NW1/4 (West 1/4 Cor.), monumented with an aluminum pipe, 30 ins. long, 1 ins. diam., with an aluminum cap mkd. according to the BLM Manual, set by LS 832;

Thence N. 89°47'12" E., 1352.27 feet, along the South boundary of said NW1/4 to a point on the center line of the C Canal, the POINT OF BEGINNING:

Thence continuing N. 89°47'12" E., 646.43 ft., along the South boundary of said NW1/4 to a point on the center line of the Gem Irrigation District Drain No. 1;

thence traversing said center line as follows:

N. 57°02'45" W., 142.63 ft.;

Thence N. 17°40'22" W., 134.60 ft.;

Thence N. 10°12'27" W., 1121.46 ft.

Thence N. 86°50'32" W., and leaving said center line, 1252.53 ft.

Thence S. 2°49'40" E., 45.61 ft.;

Thence S. 23°07'04" E., 123.12 ft.;

Thence 187.29 ft. along the arc of a 215.85 ft. radius curve right; said curve having a chord bearing S. 1°44'23" W., 181.47 ft.;

Thence S. 26°35'51" W., 160.63 ft.;

Thence S. 43°33'37" W., 293.46 ft., to a point on the center line of the C Canal;

Thence traversing said center line as follows:

N. 88°01'21" E., 144.96 ft.;

Thence 168.71 ft. along the arc of a 216.61 ft. radius curve right; said curve having a chord bearing S. 69°39'50" E. 164.48 ft.;

Thence S. 47°21'02" E., 82.17 ft.;

Thence 93.31 ft. along the arc of a 138.54 ft. radius curve left; said curve having a chord bearing S. 66°38'41" E., 91.55 ft.;

Thence S. 85°56'21" E., 81.52 ft.;

Thence 46.12 ft. along the arc of a 135.63 ft. radius curve right; said curve having a cord bearing S. 76°11'53" E., 45.90 ft.;

Thence S. 66°27'26" E., 288.56 ft.;

Thence S. 59°31'27" E., 117.27 ft.;

Thence S. 85°11'51" E., 79.14 ft.;

Thence 89.19 ft. along the arc of a 84.91 ft. radius curve right; said curve having a chord bearing S. 55°06'20" E., 85.15 ft.;

Thence S. 25°00'49" E., 184.37 ft.;

Thence S. 13°41'12" E., 130.19 ft., to the POINT OF BEGINNING

This parcel contains 32.883 acres.

This parcel is subject to right of way for the Gem Irrigation District Drain No. 1 along the easterly boundary for the C Canal along the southerly boundary.

PARCEL II

Lot 4 and the SE1/4SW1/4 and that portion of the SE1/4 lying North of the Railroad, all in Section 14, T3N, R5W, B.M., Owyhee County, Idaho.

PARCEL III

Lots 7 and 8 and SE1/4SW1/4 and that portion of the SW1/4SW1/4 lying North of the drain ditch, all in Section 13, T3N, R5W, B.M. Owyhee County, Idaho.