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THORNCREEK

SECRETARY OF STATE

~~SECRETARY OF STATE~~

I. NAME

II. CHARACTER OF BUSINESS

III. OFFICE AND AGENT

H. Kenneth Jensen
Route 2, Box 158
Genesee, Idaho 83832

ADDRESS

S. 2808 Monroe
Spokane, WA 99203

V. CONTRIBUTIONS

5.1 Initial. The amount of cash and description of and agreed value of property or services to initially be contributed by each Partner is as follows:

<u>NAME</u>	<u>CASH</u>	<u>AGREED VALUE OF PROPERTY OR SERVICES</u>	<u>DESCRIPTION OF PROPERTY OR SERVICES</u>
General Partner:			
J & J Farms, Inc.	\$21,000	0	0
Limited Partners:			
H. Kenneth Jensen and Anne E. Jensen	\$ 7,000	0	0
Robert E. Jensen and Ruth Jensen	\$ 7,000	0	0

5.2 Additional Contributions. If the partnership's liquid assets are insufficient for the payment of partnership obligations as they mature in the ordinary course of business, the General Partner shall notify each Partner of the total contribution deemed necessary or advisable to meet current and foreseeable obligations of the Partnership. The Limited Partners shall have the right, but not be obligated, to contribute all or any portion of such additional capital as may be required in the proportion that the limited partnership units issued and outstanding in the name of each Limited Partner bears to the total issued and outstanding limited partnership units or such other proportions as the Limited Partners may agree upon. Any portion of such contribution not made by the Limited Partners shall be made by the General Partner.

VI. RIGHTS OF ASSIGNEE OF LIMITED PARTNER

6.1 A Limited Partner has no power to grant an assignee of his partnership interest the right to become a Limited Partner; provided, that if a Limited Partner transfers a partnership interest in compliance with the terms of the Partnership Agreement to a person who is a lineal descendant of H. KENNETH JENSEN and ANNE E. JENSEN or ROBERT E. JENSEN and RUTH JENSEN, such assignee shall be admitted to the partnership as a Limited Partner to the extent of the interest so acquired. With the written consent of all Partners, both General and Limited, owning partnership units in excess of fifty percent of the total outstanding partnership units and amendment of the Certificate of Limited Partnership, the assignee of a limited partnership interest may be substituted as a Limited Partner.

VII. RIGHT OF WITHDRAWAL

7.1 General Partner. A General Partner may withdraw from the partnership by giving notice of an intent to withdraw to all

other Partners in writing, by personal delivery or certified mail addressed to each Partner's address as shown on the partnership records. Such withdrawal shall be effective 90 days following the mailing or personal delivery of the last notice so given.

7.2 Limited Partner. A Limited Partner may withdraw from the partnership by giving notice of an intent to withdraw to each General Partner in writing, by personal delivery or certified mail addressed to each General Partner's address as shown on the partnership records. Such withdrawal shall be effective 180 days following the mailing or personal delivery of the last notice so given.

7.3 Distribution Rights. A Partner withdrawing from the partnership has the right to be paid the value of his partnership interest. The value of each partnership unit is determined as follows: The total fair market value of all partnership assets on the last day of the month preceding the month in which notice of withdrawal is given is determined by agreement or, in the absence of agreement, by appraisal. From such value there is subtracted all partnership liabilities. The resulting net value is then divided by the number of partnership units issued and outstanding on said date to arrive at the value for each partnership unit.

The value of each limited partnership unit owned by the withdrawing Limited Partner is payable in cash or, at the option of the partnership and/or Partners, in equal annual installments as provided in Section 18.1 of the Partnership Agreement.

VIII. RIGHT TO RECEIVE PROPERTY

8.1 No Partner has a right to receive distributions of property from the partnership. However, each Partner is entitled to receive annually his share of the net profit of the partnership to the extent of available cash and subject to the partnership's right to retain earnings for the reasonable needs of the partnership business.

IX. RETURN OF CONTRIBUTION

9.1 No Partner has a right to receive nor does the General Partner have the right to make distributions to a Partner which include a return of all or any part of the Partner's contribution except upon a Partner's withdrawal.

X. TERM

10.1 The time at which and the events upon the happening of which the limited partnership is to be dissolved and its affairs wound up are:

- a. The expiration of 50 years from the date the partnership commences; or

b. The occurrence of any of the following events involving the sole remaining General Partner; provided, however, that the business of the partnership may be continued if, within 90 days after the occurrence of any such event, the Limited Partners all agree in writing to continue the business and to the appointment of one or more persons or entities as an additional General Partner or Partners:

(1) The withdrawal of a General Partner.

(2) The transfer or assignment of all of a General Partner's partnership interest.

(3) The removal of the General Partner.

(4) A General Partner assigning an interest in the partnership for the benefit of creditors; filing a voluntary petition in bankruptcy; being adjudicated a bankrupt or insolvent; filing a pleading in any proceeding seeking for such General Partner any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief or admitting, consenting to or otherwise failing to contest any proceeding seeking such relief, or the commencement of any such proceeding against the General Partner and the same not having been dismissed within 90 days thereafter; or seeking, consenting to, acquiescing in or failing to contest a proceeding for the appointment of a trustee, receiver or liquidator of the General Partner or of all or any substantial part of the General Partner's properties, or the appointment of a trustee, receiver or liquidator and such appointment not having been vacated within 90 days thereafter.

(5) The General Partner's death.

(6) The entry of an order, decree or otherwise by a court of competent jurisdiction adjudicating the General Partner incompetent to manage his person or estate.

c. The entry of a decree of judicial dissolution.

d. The affirmative vote of two-thirds of the Partners, both General and Limited, to dissolve the partnership as provided in Section 8.4 of the Partnership Agreement.

e. All Partners, both General and Limited, consenting in writing to dissolution of the partnership.

XI. TRANSFER RESTRICTIONS

11.1 A General Partner may give, assign, sell or otherwise transfer all or any part of his general partnership interest to a General Partner, to a lineal descendant of H. KENNETH JENSEN and

ANNE E. JENSEN or ROBERT E. JENSEN and RUTH JENSEN, or to a trustee, in trust only, for the benefit of any of the foregoing without restrictions; provided, that any such trustee shall be subject to the restrictions contained in the Partnership Agreement and upon termination of said trust, the partnership interest held by the trustee shall be distributable only to a lineal descendant of H. KENNETH JENSEN and ANNE E. JENSEN or ROBERT E. JENSEN and RUTH JENSEN, or to a General Partner. A General Partner may not otherwise transfer all or any part of his general partnership interest except with the written consent of Partners owning units in excess of fifty percent of the total units of all Partners. A person qualified to receive a general partnership interest shall be admitted to the partnership as a General Partner to the extent of the interest so acquired.

11.2 A Limited Partner may transfer his limited partnership interest to a General or Limited Partner, to a lineal descendant of H. KENNETH JENSEN and ANNE E. JENSEN or ROBERT E. JENSEN and RUTH JENSEN, or to a trustee, in trust only, for the benefit of any of the foregoing or for the benefit of the spouse of any of the foregoing, without restrictions; provided that any such trustee shall be subject to the restrictions contained in the Partnership Agreement and upon termination of said trust, the partnership interest held by the trustee shall be distributable only to a lineal descendant of H. KENNETH JENSEN and ANNE E. JENSEN or ROBERT E. JENSEN and RUTH JENSEN, or to a General or Limited Partner. A Limited Partner may not otherwise transfer all or any part of his limited partnership interest without first offering the same to the partnership and the other Partners in accordance with the terms of Section 15.2 of the Partnership Agreement. If a limited partnership interest is acquired by a General or Limited Partner, a lineal descendant of H. KENNETH JENSEN and ANNE E. JENSEN or ROBERT E. JENSEN and RUTH JENSEN, or a trustee as above described, such acquiring party shall be admitted to the partnership as a substituted or additional Limited Partner.

11.3 Right of Assignee. Except as provided in Sections 11.1 and 11.2 above, a transfer or assignment of a partnership interest made in compliance with the terms of the Partnership Agreement shall entitle the transferee or assignee to receive, to the extent assigned, the distribution to which the assignor would be entitled, but shall not entitle the transferee or assignee to become or exercise any rights of a Partner or a substituted Partner. Such transferee or assignee may be admitted as an additional or substituted Partner only upon the written consent of all Partners, both General and Limited, owning partnership units in excess of fifty percent of the total outstanding partnership units. An assignee or transferee who has become a General or Limited Partner shall have all rights and powers and be subject to all terms, restrictions and liabilities provided under the Partnership Agreement with respect to the class of partnership interest and to the extent of the partnership interest acquired.

11.4 Transfer in Violation of Restrictions. Any attempt to transfer or assignment of a partnership interest contrary to any provision of the Partnership Agreement shall be void and of no effect, and the assignee shall acquire no right or interest in the partnership or its assets.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of August, 1982.

LIMITED PARTNERS

GENERAL PARTNERS

J & J FARMS, INC.

H. Kenneth Jensen
H. KENNETH JENSEN

By: H. Kenneth Jensen
President

Anne E. Jensen
ANNE E. JENSEN

Attest: Anne E. Jensen
Secretary

Robert E. Jensen
ROBERT E. JENSEN

Ruth W. Jensen
RUTH JENSEN

STATE OF WASHINGTON)
) ss.
County of Whitman)

On this day personally appeared before me H. KENNETH JENSEN and ANNE E. JENSEN, to me known to be the President and Secretary, respectively, of J & J FARMS, INC., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

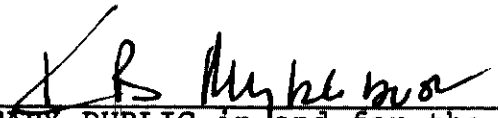
WITNESS my hand and official seal hereto affixed the 3rd day of August, 1982.

[Signature]
NOTARY PUBLIC in and for the state
of Washington, residing at Pullman

STATE OF WASHINGTON)
) ss.
County of Whitman)

On this day personally appeared before me H. KENNETH JENSEN and ANNE E. JENSEN, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of August, 1982.




NOTARY PUBLIC in and for the state
of Washington, residing at PULLMAN

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me ROBERT E. JENSEN and RUTH JENSEN, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of August, 1982.



NOTARY PUBLIC in and for the state
of Washington, residing at _____