

Am. 12 0 0 1. 191

CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Twin Falls)

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho, certify as follows:

1. The name of the partnership is Brooks Angus Ranch Limited Partnership.

2. The purpose of the partnership shall be to operate a farming and ranching business; to acquire by purchase, lease or otherwise, lands and interest in lands; to own, hold, lease, finance, improve, develop and manage real property so acquired; to erect, alter or improve buildings or other structures situated on said real property; to make investments of all kinds and in all types of businesses; and to operate all legal forms of investment or business enterprises.

3. The name of the registered agent and the address of the registered office for service of process as required by Idaho Code §53-204 are:

James W. Brooks
3 miles east, 3 miles north
of Hazelton, Idaho

4. The names and business addresses of the general partners interested in the partnership are as follows:

<u>Name</u>	<u>Address</u>
James W. & Wesley Virginia Brooks, husband and wife	Route No. 1 Hazelton, ID 83333

5. The names and business addresses of the limited partners in the partnership are as follows:

<u>Name</u>	<u>Address</u>
James W. & Wesley Virginia Brooks, husband and wife	Route No. 1 Hazelton, ID 83333
Glenn F. Brooks	Route No. 1 Hazelton, ID 83333

6. The capital contribution made by each general and limited partner is set forth on Exhibit "A" attached hereto and made a part hereof.

7. Additional capital contributions may be agreed upon from time to time by an affirmative vote of a majority of the total partnership interest.

8. No partner shall assign, mortgage or sell his share in the partnership. Provided, however, any partner may transfer all or part of his interest in the partnership by gift to or for the benefit of himself, lineal issue, adopted child or any other partner.

9. No partner may terminate his interest in the partnership the consent of the General Partners or in the absence of consent, without first giving all other partners at least ninety (90) days' written notice of his intention to dispose of his interest. The interest of the withdrawing partner shall be subject to an option to purchase by the partnership and any interest not purchased or retired by the partnership shall be subject to an option of the remaining partners to purchase proportionate shares. The purchase price shall One Dollar (\$1.00) per unit.

10. The earnings of the partnership shall be distributed to the partners annually, except that earnings may be retained by the partnership and transferred to partnership capital if required for the reasonable needs of the business.

11. No provision has been made for the return of all or part of a partner's contribution.

12. The net profits and the net losses of the partnership shall be credited or charged to the partners in the following ratios:

General Partners:	
James W. & Wesley Virginia Brooks	0%
Limited Partners:	
James W. & Wesley Virginia Brooks	0%
Glenn F. Brooks	100%

13. The net profits of the partnership shall belong to and be credited to the partners in the same ratio as each partner's capital account bears to the total capital accounts of the partners.

14. Upon the death or incapacity of a General Partner, the remaining and/or substituted General Partners shall have the right to continue the partnership business or to wind up and liquidate the partnership.

15. No limited partner has been given the right to demand and receive property other than cash in return for his contribution.

Dated this 21st day of May, 1985.

James W. Brooks
James W. Brooks

Wesley Virginia Brooks
Wesley Virginia Brooks

"General Partners"

James W. Brooks
James W. Brooks

Wesley Virginia Brooks
Wesley Virginia Brooks

Glenn F. Brooks
Glenn F. Brooks

STATE OF IDAHO)
County of Twin Falls) ss.

On this 21st day of May, 1985, before me, the undersigned, a notary public in and for said county and state, personally appeared James W. Brooks, 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 same day and year in this certificate first above written.

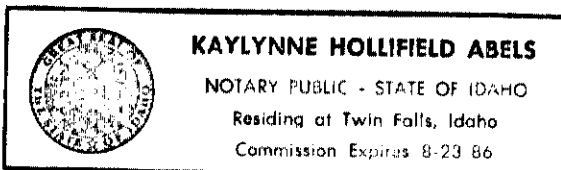


Kaylynne Hollifield Abels
Notary Public for Idaho
Residing at Twin Falls, Idaho

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 21st day of May, 1985, before me, the undersigned, a notary public in and for said county and state, personally appeared Wesley Virginia Brooks, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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



Kaylynne Hollifield Abels

Notary Public for Idaho
Residing at Twin Falls, Idaho

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 21st day of May, 1985, before me, the undersigned, a notary public in and for said county and state, personally appeared Glenn F. Brooks, 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 same day and year in this certificate first above written.



Kaylynne Hollifield Abels

Notary Public for Idaho
Residing at Twin Falls, Idaho

CERTIFICATE OF LIMITED PARTNERSHIP
BROOKS ANGUS RANCH LIMITED PARTNERSHIP

EXHIBIT "A"

The initial capital of the partnership consists of the following described property:

Real Property - Value \$300,000.00:

Township 9 South, Range 20 East, Boise Meridian

Section 14: Tract J
Sections 14 & 23: Tract H
Section 23: W1/2SW1/4
Section 23: Tract G E1/2SE1/4; NW1/4SE1/4
Section 24: S1/2SW1/4
Section 25: NW1/4NW1/4
Section 26

EXCEPTING FROM Sections 14 and 23, Tracts J & H, a parcel of property located in the SW corner of said Tracts being 900' x 925', consisting of 19.11 acres, more or less.

Personal Property:

125 Registered Angus Cows & Calves - Value: \$100,000.00
4 Registered Angus Bulls - Value: \$20,000.00
Miscellaneous farm machinery & equipment - Value \$50,000.00

The interest of the partners in the capital are:

	Percentage	No. of Units
General Partners:		
James W. & Wesley Virginia Brooks	1%	5,000
Limited Partners:		
James W. & Wesley Virginia Brooks	97%	495,000
Glenn F. Brooks	2%	10,000
Total:	100%	510,000