

CERTIFICATE OF FAMILY LIMITED PARTNERSHIP

OF

KLOEPFER FAMILY LIMITED PARTNERSHIP

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SEC. OF STATE

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STATE OF IDAHO            )  
                              ) ss.  
COUNTY OF MINIDOKA    )

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

1. The name of the partnership is Kloepper Family Limited Partnership.

2. The general nature of the partnership business is:

(a) Farms and Ranches. To do all things reasonable and proper in the operation, acquisition and sale of farms and ranches.

(b) To Carry on the Real Estate Business. To acquire by purchase, exchange, lease, hire or otherwise, real estate of every kind, character, and description whatever, wherever located, and interests of all kinds therein (i) to hold, own, develop, improve, manage, operate, let as lessor or sublessor, and mortgage such property, (ii) to sell and exchange such property and interest therein, (iii) to obtain, use, dispose of and deal in and with such property in every other manner, either alone or in conjunction with others, as partners, joint venturers or otherwise, and (iv) to carry on the business of managing agent, broker, finder, consultant and all other functions in connection therewith.

(c) To Transact Other Business. To transact any and all other businesses for which limited partnerships may be formed under the laws of the State of Idaho.

(d) To Act on Own Account or for Others. To accomplish any of the foregoing purposes for its own account or as nominee, agent or trustee for other individuals, partnerships, corporations or other entities.

(e) Registered Agent. The name and address of the agent for service of process upon the Partnership shall be Fred P. Kloepper whose address is P.O. Box 1 326 West Lincoln, Paul, Idaho 83347.

3. The principal place of business of the partnership is P.O. Box 1 326 West Lincoln, Paul, Idaho 83347.

4. The names and addresses of each general and limited partner are as follows:

<u>GENERAL PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
Fred P. Kloepper	Box 1 326 West Lincoln Paul, Idaho 83347
Brooke R. Anderson	Box 1 326 West Lincoln Paul, Idaho 83347

<u>LIMITED PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
Fred P. Kloepper	Box 1 326 West Lincoln Paul, Idaho 83347
Brooke R. Anderson	Box 1 326 West Lincoln Paul, Idaho 83347

5. The term of the partnership commences on the 15<sup>th</sup> day of August, 1985, and shall continue indefinitely until terminated in the manner provided in the Articles of Limited Partnership.

6. A description of the original capital contributions of each partner is as follows:

<u>General Partners</u>	<u>Amount of Capital</u>	<u>Percent of Interest</u>
Fred P. Kloepper	\$ 5.00	5%
Brooke R. Anderson	\$ 5.00	5%

<u>Limited Partners</u>	<u>Amount of Capital</u>	<u>Percent of Interest</u>
Fred P. Kloepper	\$45.00	45%
Brooke R. Anderson	\$45.00	45%

7. There is no agreement concerning the making of additional contributions by any limited partner, nor is there any agreement concerning the time when the contribution of any limited partner is to be returned.

8. The share of profits in the partnership business which each limited partner shall receive by reason of his contribution of capital is as follows: fifty-one percent (51%) of the net profits of the partnership shall be divided among the Limited Partners in proportion to their percentage ownership of the capital of the partnership.

9. A limited partner may not assign, encumber, give, pledge, transfer, devise, bequeath, or in any manner whatsoever dispose of all or any part of a partnership interest without complying with the terms of the partnership Buy-Out Agreement.

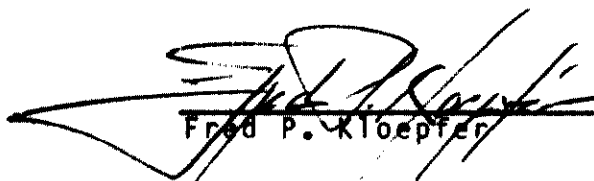
10. Additional limited partners may be admitted only upon the consent of all of the general partners.

11. There are no priorities between the limited partners as to contributions or as to compensation by way of income.

12. In the event of the death, retirement or withdrawal of any general partner, the partnership shall be dissolved, but the remaining partners shall have the right to continue the partnership business by purchasing the deceased partner's interest as provided in the Buy-Out Agreement unless the partnership is reformed as provided in the partnership agreement.

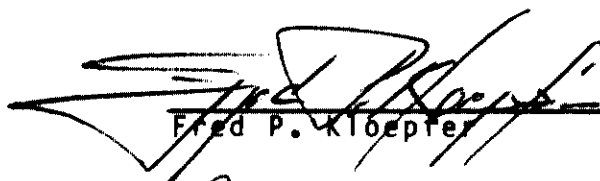
DATED this 22<sup>nd</sup> day of August, 1985, at P.O. Box 1 326 Lincoln, Paul, Idaho 83347.

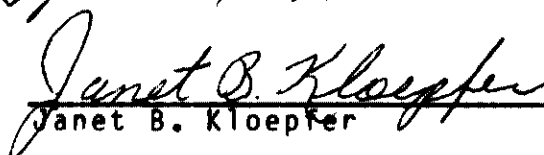
GENERAL PARTNERS:

  
Fred P. Kloepper

  
Janet B. Kloepper

LIMITED PARTNERS:

  
Fred P. Kloepper

  
Janet B. Kloepper