

CERTIFICATE OF LIMITED PARTNERSHIP AGREEMENT

The undersigned, being desirous of forming a limited partnership in pursuance of the statutes of the State of Idaho authorizing their formation do hereby make and severally sign the following certificate, in duplicate original for that purpose:

1. The name under which the partnership is to be conducted is Junayo Ranch Limited Partnership.

2. The character of the business is ranching operations, and other business which relates or is incidental thereto, including stock breeding, raising, selling, buying and ranching.

3. The principal place of business is to be located at Suite 1405, Idaho First Plaza, Boise, Idaho 83702. The initial registered agent shall be Owen H. Orndorff at the address set forth below.

4. The names of the general partner and limited partner are:

Owen H. Orndorff	General Partner	101 S. Capitol Blvd. Suite 1405 Idaho First Plaza Boise, Idaho 83702
Harvey H. Orndorff	Limited Partner	4300 Junayo Lane Kuna, Idaho 83634

5. The term for which the partnership is to exist is perpetual or as may be terminated according to the agreement.

6. The amount of cash and a description of and the agreed value of other property contributed by each limited partner is:

SECRETARY OF STATE
JAN 18 3 54 PM '88

<u>Name of Limited Partner</u>	<u>Cash Contribution</u>	<u>Description of Other Property</u>	<u>Agreed Value of Other Property</u>
Harvey H. Orndorff	-0-	Contribution of real and personal property located in Ada County and Owyhee County	\$600,000

General Partner

Owen H. Orndorff	Assumption of certain secured indebtedness on partnership property	\$600,000
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7. The share of the profits or other compensation by way of income which each limited partner shall receive by reason of his contribution:

Harvey H. Orndorff - 50% of net income together with a cumulative preference of \$20,000 on any income.

8. Right is given to limited partner to substitute limited partner in his place upon the terms and conditions of the limited partnership agreement.

9. Right is given to partners to admit additional limited partners according to the terms of the limited partnership agreement.

10. Right is not given to any remaining general partner to continue the business on the death, retirement or insanity of the general partner.

11. Right is not given the limited partner to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF we have hereunto set our hand and seal
this 18th day of January, 1988.

GENERAL PARTNER


OWEN H. ORNDORFF

LIMITED PARTNER


HARVEY H. ORNDORFF

State of Idaho)
)ss.
County of Ada)

On this 18th day of January, 1988, before me, a Notary Public in and for said State, personally appeared Owen H. Orndorff, General Partner of Junayo Ranch Limited Partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

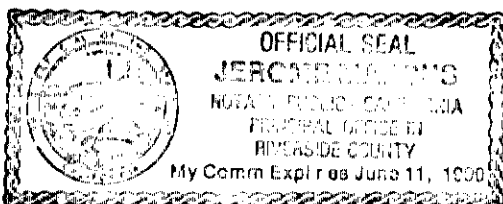
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

Dennis Caplan
Notary Public for Idaho
Residing at Boise
Commission Expires: 8-21-88

State of California)
)ss.
County of RIVERSIDE)

On this 13TH day of January, 1988, before me, a Notary Public in and for said State, personally appeared Harvey H. Orndorff, Limited Partner of Junayo Ranch Limited Partnership, 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 on the day and year in this certificate first above written.



Jerome Marcus
Notary Public for California
Residing at 277 TAVA LN - PALM DESERT
Commission Expires: 6-11-90