

CERTIFICATE OF LIMITED PARTNERSHIP

OF

POKOT FARMS LIMITED PARTNERSHIP

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. The name of the limited partnership is Pokot Farms Limited Partnership.

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

3. The location of the business is Route #6, Box 6570, Nampa, Idaho 83651.

4. The name and address of the registered agent is Perry O. Kasel, Route #6, Box 6570, Nampa, Idaho 83651.

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

General Partners:

Perry O. Kasel
Route #6, Box 6570
Nampa, Idaho 83651

Donald L. Kasel
Route #6, Box 6574
Nampa, Idaho 83651

Darlene M. Kasel
Route #6, Box 6570
Nampa, Idaho 83651

Barbara S. Kasel
Route #6 Box 6574
Nampa, Idaho 83651

Class "A" Limited Partners

Perry O. Kasel
Route #6, Box 6570
Nampa, Idaho 83651

Darlene M. Kasel
Route #6, Box 6570
Nampa, Idaho 83651

Class "B" Limited Partners

Perry O. Kasel
Route #6, Box 6570
Nampa, Idaho 83651

Donald L. Kasel
Route #6, Box 6574
Nampa, Idaho 83651

Darlene M. Kasel
Route #6, Box 6570
Nampa, Idaho 83651

Barbara S. Kasel
Route #6 Box 6574
Nampa, Idaho 83651

6. There are 1,200 general partnership units having an initial value of \$100.00 per unit. There are 2,100 Class A limited partnership units and 2,000 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>			
Perry O. Kasel & Darlene M. Kasel	See Exhibit "A"	\$ 70,000.00	700
Donald L. Kasel & Barbara S. Kasel	See Exhibit "A"	50,000.00	500
<u>Class A Limited Partners</u>			
Perry O. Kasel & Darlene M. Kasel	See Exhibit "A"	\$210,000.00	2,100
<u>Class B Limited Partners</u>			
Perry O. Kasel & Darlene M. Kasel	See Exhibit "A"	\$134,000.00	1,340
Donald L. Kasel & Barbara S. Kasel	See Exhibit "A"	66,000.00	660

7. A limited partner is not required to make any additional contributions to the partnership.

8. 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.

9. 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.

10. 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 Pokot Farms Limited Partnership Agreement, dated May 28, 1982. 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.

11. The partnership shall commence on May 28, 1982, and shall continue until terminated as provided in the Pokot Farms Limited Partnership Agreement, dated May 28, 1982. 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.

12. Pursuant to paragraph 18 entitled "Power of Attorney" of the Pokot Farms 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 28th day of May, 1982.

Perry O. Kasel
Perry O. Kasel

"General Partner"

SUBSCRIBED AND SWORN to before me this 28th day of May, 1982.

(SEAL)

Vicki D. Mc Gourtty
Notary Public for Idaho

STATE OF IDAHO)
) :ss
County of _____)

I, _____, a notary public, do hereby certify that on this _____ day of _____, 1982, personally appeared before me Perry O. Kasel, general partner, and who, being by me first duly sworn, declared that he signed the foregoing document and that the statements therein contained are true.

(SEAL)

Notary Public for Idaho

Parcel I

E1/2 NW1/4 and Lot 4, Section 4 , T2N, R1W, B.M., Ada County, Idaho, LESS the following described parcel, to wit:

A portion of said Lot 4, more particularly described as follows, to wit: Commencing at the northwest corner of said Section 4; thence east 636 feet along the north boundary line of said section to the True Point of Beginning; thence south 625 feet parallel to the west boundary line of said section; thence east 156 feet parallel to the north boundary line of said section; thence north 625 feet parallel to the west boundary of said section; thence west 156 feet along the north boundary line of said Section 4 to the True Point of Beginning.

Parcel II

Lot 2, SW1/4 NE1/4 and SW1/4 NW1/4, Section 4, T2N, R1W, B.M., Ada County, Idaho.

chopper & cultivator
cement ditch
pickup
compressor & generator
tractor
milker unit
power line
corn plater cultivator
bike
water softner
out buildings
hay barn
ditch lining
cement ditch
tractor
disc
werr
swather
calf pens
power mulcher
milk tank
M.F. tractor
tractor
harrow & weeder
back hoe & equipment
2 steel granaries

shed & platform
corrugator
truck
fence
free stalls
irrigation pump
1 bull
swather
pickup
tenant house & well
dairy barn
concrete slab
hay barn & machine shed
air compressor
barn stalls & feeder
shop building
fences
spreader
weigh scales
sprayer
grain auger
baler
G.M.C. pickup
barn heater
dryer

EXHIBIT "A"