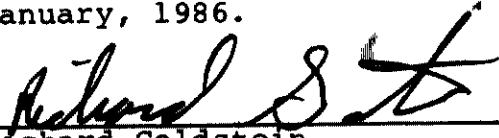


STATEMENT OF LIMITED PARTNERSHIP

THE UNDERSIGNED, a General Partner in L and G Cattle Company, a Limited Partnership, states hereby that a Certificate And Agreement Of Limited Partnership was filed in the Office of the Cassia County Recorder, in the City of Burley, State of Idaho, on December 5, 1975, and the instrument was recorded on Film No. 98, as Instrument No. 87148. This was the first filing of our Certificate Of Limited Partnership in the State of Idaho.

DATED this 16TH day of January, 1986.


Richard Goldstein
General Partner

V E R I F I C A T I O N

STATE OF Idaho)
County of Cassia) ss.

RICHARD GOLDSTEIN, being duly sworn, states as follows:

That he is the General Partner in the foregoing STATEMENT OF LIMITED PARTNERSHIP; that he has read the same, and the facts therein stated are true to the best of his knowledge.


Richard Goldstein

Subscribed and sworn to before me this 16TH day of

January, 1986.


Notary Public for Idaho
Residing at Burley

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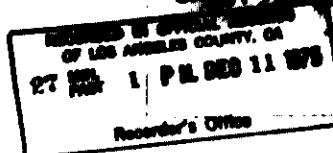
Document Requested By and
When Recorded Return to:

87148

2014

005/21/80

Cnn, Castle, Nicholson & Weekes
1888 Century Park East, Suite 200
Los Angeles, California 90067



Attention: Jeffrey A. Kaplan, Esq.

CERTIFICATE AND AGREEMENT
OF LIMITED PARTNERSHIP

FEE \$ 41⁰⁰ K

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This Certificate and Agreement of Limited Partnership, made as of the 4th day of December, 1975, by and among Richard Goldstein ("RG") and John Becker ("JB"), (collectively, the "General Partners"), and those persons and entities whose signatures appear at the end hereof (the "Limited Partners"), is as follows:

1. Formation. The parties hereto hereby form a limited partnership (the "Partnership"), pursuant to the provisions of the Uniform Limited Partnership Act of the State of California (the "Act"), and the rights, duties and liabilities of the General Partners and the Limited Partners (collectively, the "Partners") shall be as provided in the Act, except as herein otherwise expressly stated.

2. Term. The term of the Partnership shall commence on the date of recording of this Agreement with the Los Angeles County Recorder, and shall continue until December 31, 1999 unless it is earlier terminated as hereinafter provided.

3. Name. The name of the Partnership shall be "L and G Cattle Company". The Partners agree to cause to be filed and published in Los Angeles County, and in such other counties in which the Partnership may own real property, a Certificate of Fictitious Name setting forth the name and residence of each Partner as required by law.

4. Principal Office. The principal office of the Partnership shall be at L and G Cattle Company, Malta, Idaho, or such other place or places as the General Partners may, from

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time to time, designate by notice to the Limited Partners.

5. Nature of Business. The purposes for which this Partnership is formed are to acquire that certain real property located in the County of Cassia, State of Idaho, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), to operate a cattle ranch thereon and to perform such other activities with respect thereto as are appropriate to, incidental to or in furtherance of said purposes.

6. Capital Contributions.

6.1. The capital interest of each party herein shall be represented by "Units". Each Partner shall be deemed to have received one Unit for each contribution to the Partnership pursuant to either Paragraph 6.2 or 6.3 hereof of cash or other assets with an agreed value of \$1,000.00.

6.2. Henley Leventhal, one of the Limited Partners hereto, as agent on behalf of all of the Partners, has acquired the Property. At the request of the General Partners, Henley Leventhal, on behalf of all of the Partners, shall, by way of warranty deed, grant and convey the Property to the Partnership. Each Partner hereto, general and limited, hereby severally agrees to contribute to the capital of the Partnership the amounts set forth opposite such Partner's name below in the column entitled "Agreed Capital Contribution"; provided, however, that upon the conveyance of the Property to the Partnership, each Partner shall be deemed to have made a contribution to the Partnership equal to the amount set forth under the column entitled "Contribution Credit" and, thereafter, each Partner shall, at the request of the General Partners, contribute to the Partnership, in cash, the amount set forth under the column entitled "Balance Due".

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<u>Name</u>	<u>Agreed Capital Contribution</u>	<u>Contribution Credit</u>	<u>Balance Due</u>
Richard Goldstein	\$ 60,000	\$ 5,000	\$ 55,000
John Becker	30,000	-0-	30,000
Joe Goldstein	540,000	427,612	112,388
Metropolitan Service Corporation	210,000	210,000	-0-
Henley Leventhal	90,000	12,612	77,388
Elaine O. Leventhal, Trustee	210,000	210,000	-0-
Ross Leventhal	60,000	20,000	40,000
	<u>\$1,200,000</u>	<u>\$885,224</u>	<u>\$314,776</u>

Upon the contribution of capital by any Partner to the Partnership, such Partner shall be entitled to a credit in his Capital account in an amount equal to such contribution.

6.3 As used herein, the term "Original Unit Percentage" means, with respect to each Partner, that percentage which the number of Units such Partner is entitled to as a result of such Partner's Agreed Capital Contribution pursuant to Paragraph 6.2 hereof bears to the aggregate number of Units all of the Partners are entitled to as a result of all of the Partners' Agreed Capital Contributions pursuant to Paragraph 6.2. The parties recognize that additional funds may be required for and in the operation of the business of the Partnership and they wish to provide therefor. Accordingly, in the event the General Partners determine that additional capital is required for the operation of the business of the Partnership, the General Partners may request from each Partner that portion of such additional capital represented by such Partner's Original Unit Percentage. Each of the Partners, general and limited, may contribute additional capital equal to the amount so

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requested, but no Limited Partner is under any obligation to do so. In the event any Limited Partner fails to contribute all of the amount so requested within one hundred twenty (120) days after the request therefor, the contributing Limited Partners may, in the proportion that Units held by each such contributing Limited Partner bears to the total number of Units held by all of such contributing Limited Partners, contribute to the Partnership the amount not so contributed (the "Extraordinary Capital Contribution"). Nothing herein contained shall create any liability of any Limited Partner to make any capital contribution in addition to the capital contribution contemplated pursuant to Paragraph 6.2 hereof.

7. Rights and Duties of the General Partners.

7.1. The General Partners, collectively, shall have the full, exclusive and complete authority and discretion in the management and control of the business of the Partnership for the purposes herein stated and shall make all decisions affecting the business of the Partnership. The General Partners shall manage and control the affairs of the Partnership. All decisions to be made regarding the administration, supervision, management, improvement and disposition (except as hereinafter in this Section provided) of the Property and the other business and activities of the Partnership shall be made jointly by the General Partners. The General Partners may delegate the day to day affairs and operations of the Partnership to RG in which event RG shall be responsible for the conduct of such day to day affairs and operations in accordance with the terms hereof and under the joint direction of the General Partners.

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JS shall devote all of his business time to the Partnership and its business. JB shall devote such time to the Partnership and its business as shall be necessary to conduct the Partnership business, to operate and manage the Partnership properties in an efficient manner and to carry out JB's responsibilities as herein provided. In amplification and not in limitation of the general powers of the Partnership, the General Partners shall have the power and authority, on behalf of and in the name of the Partnership:

(a) To buy, sell, exchange, trade, receive, deliver, hold, encumber, pledge, release and otherwise deal in and with and dispose of Partnership property; provided, however, that the Partnership shall not sell, encumber, pledge, hypothecate or otherwise dispose of any portion of the Property without the prior written consent of Partners holding seventy-five percent (75%) of the Units;

(b) To enter into, make and perform such contracts, undertakings, leases and agreements and to do such other acts as they may deem necessary or advisable or as may be incidental to or necessary for the conduct of the business of the Partnership;

(c) To open, maintain and close bank accounts and to draw checks and other orders for the payment of money;

(d) To borrow money and to make, issue, accept, endorse and execute promissory notes, drafts, bills of exchange and other instruments and evidences of indebtedness, all without limit as to amount, and to pay or prepay with respect thereto and to secure the payment thereof by mortgage, pledge or assignment of or security interest in all or any part of any property then owned or hereafter acquired by the Partnership; provided, however, that the Partnership shall

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not sell, pledge, encumber, hypothecate or otherwise dispose of any portion of the Property without the prior written consent of Partners holding seventy-five percent (75%) of the Units;

(e) To employ such employees, accountants, property manager, contractors, architects, brokers, attorneys and other persons in the administration, supervision, management and disposition of the properties and business of the Partnership as, in the judgment of the General Partners, is necessary or desirable;

(f) To purchase, at the expense of the Partnership, liability and other insurance to protect Partnership property and business and to protect the General Partners and the Limited Partners; and

(h) To perform any and all other act; or activities customary or incidental to the acquisition, management and operation of a cattle ranch.

7.2. As additional rights and powers of the General Partners, the General Partners shall possess and may enjoy and exercise all of the rights and powers of General Partners as more particularly provided by the Act, except to the extent any of such rights may be limited or restricted by the express provisions of this Agreement. The General Partners shall be reimbursed for all reasonable and necessary expenses incurred in conducting the Partnership business.

7.3. Without the prior written consent of Partners then holding seventy-five percent (75%) of the Units, the General Partners shall have no authority to do any of the following:

(a) Any act in contravention of this Agreement;

(d) Any act which would make it impossible to carry on the ordinary business of the Partnership;

(e) Confess a judgment against the Partnership;

(f) Possess Partnership property or assign the rights of the Partnership in specific property for other than a Partnership purpose;

(g) Admit a person or any entity as a General Partner; or

(h) Admit a person or any entity as an additional Limited Partner.

7.4. Any person not a party to this Agreement who shall deal with the Partnership shall be entitled to rely conclusively upon the power and authority of the General Partners as set forth hereinabove.

7.5. Within 60 days after the end of each fiscal year, the General Partners shall submit to the Partnership and each Limited Partner, an annual report (the "Annual Report") which shall consist of (i) a financial statement covering the preceding years' operations, (ii) a financial forecast of operations covering the next succeeding fiscal year and (iii) such other information and data as either General Partner may request. The Annual Report shall not be deemed to have been submitted unless both General Partners have approved the content thereof.

8. Rights of Limited Partners.

8.1. No Limited Partner shall be subject to assessment nor shall any Limited Partner be personally liable for any of the debts or other obligations of the Partnership or any of the losses thereof beyond the amount of the contribution of such Limited Partner.

8.2. No Limited Partner shall take part in the management or control of the business of the Partnership, transact any business for or in the name of the Partnership or have the power to sign for or bind the Partnership to any agreement or document.

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9. Guaranteed Payment. As partial compensation to NG for rendering his services to the Partnership, NG, so long as he is a General Partner and is not in default hereunder, shall be entitled to fifteen thousand dollars (\$15,000) for each fiscal year during the term hereof (the "Guaranteed Payment"); provided, however, that if any fiscal year is for a period of less than twelve (12) calendar months, the Guaranteed Payment shall be calculated on the basis of \$1,250.00 for each full calendar month during such fiscal year. The Guaranteed Payment shall constitute an expense of the Partnership and shall be considered a "Guaranteed Payment" pursuant to Section 707(c) of the Internal Revenue Code of 1954, as amended. The Guaranteed Payment shall be paid to NG as follows:

(a) On or before ten (10) days after the end of each calendar month during the term hereof, NG shall be entitled to receive one thousand dollars (\$1,000).

(b) Within 10 days after each "Annual Report" is submitted to the Partnership, NG shall be entitled to the balance of the preceding fiscal year's Guaranteed Payment.

10. Profit and Loss.

10.1. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) The terms "Taxable Income" and "Taxable Loss" shall mean the income or loss of the Partnership for each taxable year under consideration as shown on its federal income tax return for such year taking into account any items separately stated for federal income tax purposes.

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(b) The terms "Operating Tax Profits" and

"Operating Tax Losses" shall mean, with respect to any taxable year, the Taxable Income or Taxable Loss for such taxable year exclusive of any income or loss resulting from and attributable to the sale or other disposition of the Property or any portion thereof.

(c) The term "Cumulative Operating Tax Profits" means the excess, if any, of Operating Tax Profits over Operating Tax Losses from the commencement of the Partnership term to the end of the applicable taxable year.

10.2. The Taxable Income or Taxable Loss of the Partnership for each taxable year shall be allocated among the Partners as follows:

(a) To RG, an amount, when added to or subtracted from all allocations made to RG pursuant to this subparagraph (a) in prior taxable years, equals ten percent (10%) of Cumulative Operating Tax Profits.

(b) To JB, an amount, when added to or subtracted from all allocations made to JB pursuant to this subparagraph (b) in prior taxable years, equals five percent (5%) of Cumulative Operating Tax Profits.

(c) The balance of the Taxable Income, if any, for each taxable year shall be allocated to each of the Partners in the ratio which the number of Units held by each Partner during such taxable year bears to the total number of Units held by all of the Partners during such taxable year. The number of Units held by each Partner during any taxable year shall be computed on a weighted average daily basis.

(d) The balance of the Taxable Loss, if any, for each taxable year shall be allocated to each of the Partners in the ratio of each Partner's Original Unit Percentage.

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10.3 There shall be maintained for each Partner an Income Account and a Capital Account. Each Partner's share of the profits and losses of the Partnership shall be credited or debited, as the case may be, to its Income Account as of the close of each taxable year of the Partnership.

11. Distribution of Partnership Assets. All Partnership cash in excess of any amount necessary to provide a reasonable reserve for the operation of the business of the Partnership, shall be distributed as follows:

11.1 First, prorata to each of the Partners who has made an Extraordinary Capital Contribution, that portion of such Extraordinary Capital Contribution which is then outstanding. Distributions made pursuant to this Paragraph 11.1 shall be debited to the respective Partner's Capital Accounts.

11.2 Second, to each of the Partners as a return of capital (other than a return of Extraordinary Capital Contributions), in the ratio which the then Capital Account credit balance of each Partner bears to the then aggregate Capital Account credit balances of all Partners. Distributions made pursuant to this Paragraph 11.2, shall be debited to the respective Partner's Capital Accounts.

11.3 Third, to each of the Partners in the ratio which the then Income Account credit balance of each Partner bears to the then aggregate Income Account credit balances of all Partners. Distributions made pursuant to this Paragraph 11.3, shall be debited to the respective Partner's Income Accounts.

11.4 Fourth, to each Partner in the ratio which the number of units then held by each Partner bears to the total

number of Units then held by all of the Partners. Distributions made pursuant to this Paragraph 11.4, shall be debited to the respective Partner's Income Accounts.

The number of Units then held by each Partner shall not be reduced by reason of any distribution made pursuant to this Section 11 including, without limitation, any distribution made pursuant to Paragraph 11.1.

12. Insurance. The Partnership shall procure liability insurance which will protect it from liability to others because of personal injury (including death) and property damage which may arise from operations under this Agreement, and such other insurance as the General Partners may request.

13. Fiscal Year, Books and Records, and Bank Accounts.

13.1. The Partnership, for accounting and income tax purposes, shall operate a fiscal year and shall utilize such accounting principles and income tax elections and determinations as shall be determined by the General Partners.

13.2. The books and records of the Partnership shall be available for inspection and audit by any party or its agent at any reasonable time.

13.3. All funds of the Partnership shall be deposited in a separate bank account or accounts as shall be determined by the General Partners.

14. Restriction on Transfer.

14.1. No Partner shall sell, transfer, assign, pledge, hypothecate, encumber, subject to a security interest or otherwise dispose of (collectively referred to as "transfer") its interest in the Partnership or any part thereof except as permitted in this Section 14, and any act in violation of this Section 14 shall be null and void ab initio.

14.2. Neither General Partner may transfer his interest in the Partnership or any part thereof without the prior written consent of Partners holding seventy-five percent (75%) of the Units.

14.3. Any Limited Partner may transfer its interest in the Partnership upon the following conditions only:

(a) A transferee of a Limited Partner's interest shall become a mere "transferee" if all of the following conditions are satisfied:

(i) If the General Partners shall so request, such Limited Partner shall deliver to the General Partners an opinion of counsel in form and substance satisfactory to the General Partners and counsel for the Partnership to the effect that the transfer of such interest may be made without violating the Securities Act of 1933, as amended, the Rules and Regulations promulgated thereunder and any similar state laws.

(ii) Such Limited Partner and any transferee shall have executed, acknowledged and delivered to the General Partners such instruments of transfer, assignment and agreement to be bound by the terms of this Partnership as are satisfactory to the General Partners.

(iii) The transferee shall have paid to the Partnership a transfer fee which is sufficient to cover all reasonable expenses in connection with such transaction.

(b) A transferee of a Limited Partner's interest (including any person who purchases such interest in the Partnership upon foreclosure of a pledge of security interest) may become a "substituted" Limited Partner in place of his transferor if, in addition to satisfying all of the requirements set forth in (a) above, all of the following conditions are satisfied:

(i) The executed and acknowledged instrument of assignment which has been filed with the Partnership sets forth the intention of the transferor that the

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transferee become a substituted Limited Partner in his stead.

(ii) The General Partners shall have given their prior written consent to such substitution, the granting or denial of which shall be within the sole and absolute discretion of the General Partners.

(iii) The transferee shall have elected to become a substituted Limited Partner by delivering a written notice of such election to the General Partners.

(iv) The transferee shall have executed and acknowledged such other instruments as the General Partners may deem necessary or advisable to effect the admission of such person as a substituted Limited Partner, including, without limitation, the written acceptance and adoption by such person of the provisions of this Agreement.

(v) The Certificate of Limited Partnership shall have been appropriately amended in accordance with the Act.

(vi) The transferee shall have paid a transfer fee to the Partnership which is sufficient to cover all reasonable expenses connected with the admission of such person as a substituted Limited Partner within the meaning of the Act, including, without limitation, the cost of preparing and filing for recordation an amendment to the Certificate of Limited Partnership in accordance with the Act.

14.4. A transferee who does not become a substituted Limited Partner has no right to require any information or account of the Partnership transactions, to inspect the Partnership books, or to vote on any of the matters as to which a Limited Partner would be entitled to vote pursuant to this Agreement. A mere transferee shall be entitled only

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to receive the share of cash distributions to which its transferor would otherwise be entitled.

14.5. For tax purposes the Taxable Income and Taxable Loss allocable to the interest transferred during a taxable year shall be allocated to the transferor and transferee of such interest according to the transferor's and transferee's prorata interest in the Partnership during such taxable year. Unless otherwise agreed upon between the transferee and the transferor, any distribution from the Partnership assets made before the effective date of the transfer shall be made to the transferor. From and after the effective date of the transfer, the transferee shall be entitled to receive distributions from the Partnership attributable to the interest acquired by reason of such transfer.

15. Sudden Death Buy-Sell.

15.1. As used herein, the term "Group A" means, collectively, Menley Leventhal, Metropolitan Service Corporation, Elaine E. Leventhal, Trustee, and Ross Leventhal in each of their capacities as Limited Partners. Any act performed or to be performed hereunder by Group A shall not be relied upon by any other party hereto unless such act has been consented to in writing by any three of the four parties constituting Group A. As used herein, the term "Group B" means Joe Goldstein.

15.2. Either Group A or Group B may, at any time such party is not in default under this Agreement, elect to sell his interest in the Partnership to the other party together with the interest of both General Partners as herein-after provided:

- (a) The party electing to sell his interest (the "Selling Party") shall give notice (the "Notice of Sale")

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to the other party (the "Remaining Party").

(b) The Notice of Sale shall set forth an aggregate purchase price (the "Purchase Price") at which the Selling Party is willing to sell his interest in the Partnership together with the interests of both General Partners.

(c) The Remaining Party shall have sixty (60) days after the date of the Notice of Sale to accept or reject the offer of sale.

(d) If the Remaining Party accepts the offer, the sale of the Selling Party's interest and the interests of both General Partners shall occur as set forth in (f) below.

(e) If the Remaining Party rejects the offer or if the Remaining Party takes no action during the sixty (60) day period, the Remaining Party must sell its interest and the interests of both General Partners to the Selling Party at the same Purchase Price as set forth in the Notice of Sale and the Selling Party must purchase the Remaining Party's interest in the Partnership and those of the General Partners at such Purchase Price; provided, however, that in the event that the Selling Party must purchase the Remaining Party's interest in the Partnership and those of the General Partners, the Purchase Price shall be adjusted to reflect the then difference in the aggregate Capital Accounts and Income Accounts between Group A and Group B.

(f) Any sale occurring pursuant to Paragraph 15(d) or Paragraph 15(e), above, shall be upon the following terms and conditions:

(i) The sale shall close not later than one hundred twenty (120) days after the date of the Notice of Sale.

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(ii) The Purchase Price shall be payable in full, in cash, upon the closing.

15.4. Each General Partner hereby agrees to sell his interest in the Partnership as herein provided in this Section 15 and to participate in the proceeds of such sale in the ratio which the number of Units held by each General Partner bears to the number of Units held by all of the Partners selling their interests in the Partnership pursuant to this Section 15.

16. Dissolution and Liquidation.

16.1. The Partnership shall not be dissolved by the death, incompetency or bankruptcy of any Limited Partner, by any assignment by any Limited Partner of his Limited Partnership interest or any portion thereof, or by the admission of an additional Limited Partner.

16.2. The Partnership shall be dissolved upon the occurrence of any of the following events:

(a) The written consent or affirmative vote of Partners holding seventy-five percent (75%) of the Units to dissolve the Partnership.

(b) The removal, resignation, death, incompetency, bankruptcy or insolvency of either General Partner unless all of the remaining Partners consent to allowing the remaining General Partner to continue the Partnership.

16.3. Upon the dissolution of the Partnership, the General Partners or their successors shall liquidate the Partnership assets and shall apply and distribute the proceeds, to the extent available to the payment of creditors, in the order of priority provided by law, except the claims

of assumed liabilities whose obligations will be assumed or otherwise transferred upon the liquidation or distribution of Partnership assets. The General Partners may from time to time and at any time, have the assets, or any one or more of them, appraised at the expense of the Partnership for distribution in kind, subject to existing liens and encumbrances. Upon payment of such Partnership liabilities and upon completion of winding up in accordance with the provisions of this Section 16, (i) the Income Account of each Partner shall be debited or credited with the final Taxable Income or Taxable Loss and (ii) each Partner's Income Account balance shall be closed into its Capital Account and, thereafter, the Partnership assets shall be distributed to the Partners pro rata in accordance with the balance in each Partner's Capital Account.

17. Removal of General Partner.

17.1 Either General Partner may be removed as a General Partner upon the written consent of Partners holding forty-five percent (45%) of the then outstanding Units.

17.2 Upon the removal of either General Partner pursuant to the provisions hereof, the following shall apply:

(a) If such removal is for fraud, gross misconduct or other good cause, from and after the date of such removal, the following shall apply:

(i) Such General Partner shall be entitled to the aggregate credit balance in his Capital Account (less any damages owed by such General Partner to the Partnership) and his Income Account (the "Undistributed Credit Amount").

(ii) Such General Partner shall be deemed to have relinquished to the Partnership all Units held by him and thereafter such General Partner shall not be entitled to participate in profits of the Partnership; and

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(iii) Such General Partner shall be deemed to be a mere "transferee" Limited Partner (as that term is used in subparagraph 14.3(a), hereof) for the sole purpose of receiving the Undistributed Credit Amount in accordance with the priority of distribution applicable thereto set forth in Section 11 hereof.

(b) If such removal is for any reason other than those set forth in subparagraph 17.2(a), from and after the date of such removal, the following shall apply:

(i) Such General Partner shall be entitled to the Undistributed Credit Amount in accordance with the priority of distribution applicable thereto set forth in Section 11 hereof;

(ii) Such General Partner shall be entitled to retain his Units and participate in profits and losses of the Partnership on the same basis as all other Limited Partners; and

(iii) Such General Partner shall be deemed to be a "substituted" Limited Partner (as that term is used in subparagraph 14.3(b), hereof).

(c) Upon the removal of a General Partner for any reason whatsoever, (i) such General Partner shall terminate all activities in connection with the management and control of the Partnership business, (ii) the allocation to such General Partner of Cumulative Operating Tax Profits pursuant to either subparagraph 10.2(a) or 10.2(b) shall terminate as to the taxable year in which such removal occurs and as to all subsequent taxable years, and (iii) such General Partner shall remain personally liable for all debts of the Partnership arising prior to such removal.

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18. Amendments. This Agreement may be amended upon the written consent of Partners holding seventy-five percent (75%) of the then outstanding Units. In addition, this Agreement shall be amended whenever:

(a) There is a change in the name of the Partnership or in the amount or character of the contribution of the Limited Partner.

(b) A person is substituted as a Limited Partner.

(c) An additional Limited Partner is admitted.

(d) A person is admitted as a successor General Partner.

(e) There is a change in the character of the business of the Partnership.

(f) There is a false or erroneous statement herein.

19. Power of Attorney. Each Limited Partner, by its execution of this Agreement, hereby makes, constitutes and appoints each General Partner, and each General Partner hereby makes, constitutes and appoints the other General Partner, his or its true and lawful attorney with full power of substitution, to make, execute, give, acknowledge and file for it and in its name, place and stead, the following:

(a) The Certificate of Limited Partnership of the Partnership.

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(b) Any certificate or other instrument which may be required to be filed by the Partnership under the laws of the United States or the State of California, or which the General Partners shall deem advisable to file.

(c) Any and all amendments or modifications of the instruments described in paragraphs (a) and (b) above.

(d) All instruments contemplated by the provisions of Section 18 hereof.

(e) All documents which may be required to effectuate the dissolution and termination of the Partnership.

(f) All such other instruments, documents and certificates which may from time to time be required by the laws of the State of California, the United States of America, or any other jurisdiction in which the Partnership shall determine to do business or any political subdivision or agency thereof, to effectuate, implement, continue and defend the valid and subsisting existence of the Partnership.

The foregoing power of attorney granted by each Limited Partner is coupled with an interest, is irrevocable, and shall survive the death or disability of such Limited Partner. The foregoing power of attorney shall survive the delivery of an assignment by such Limited Partner of the whole or any portion of his interest in the Partnership, except that where the assignee of such interest has been approved by the General Partners as a substituted Limited Partner, then the foregoing power of attorney shall survive the delivery of such

assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any and all instruments necessary to effectuate such substitution. The foregoing power of attorney may be exercised by such attorney-in-fact by listing the name of the Partner granting such power along with the names of any other persons for whom such attorney-in-fact is acting, and executing the same with the single signature of such attorney-in-fact acting for all the persons whose names are so listed.

20. Notices.

20.1. Any and all notices or demands shall be in writing. They shall be served personally, by mail or by telegraph. If served personally, service shall conclusively be deemed made only at the time of service. If served by mail, they shall be sent by registered or certified mail, postage prepaid, return receipt requested and service shall conclusively be deemed made forty-eight (48) hours after deposit of same in any United States post office box to the state to which the notice is addressed or seventy-two (72) hours after deposit of same in any such post office box other than in the state to which the notice is addressed. If served by telegram, service shall conclusively be deemed made at the time that the telegraphic agency shall confirm to the sender delivery thereof to the addressee.

20.2. Any notice or demand shall be given to the Partners at the addresses set forth under their respective names on the signature page of this Agreement. Any Partner may change the address to which to send notices by notifying the other Partners of such change of address in writing in accordance with the provisions of this Paragraph 20.

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21. Binding Effect. This Agreement shall be binding upon all of the Partners and their executors, administrators, legatees, devisees, heirs and permitted assignees.

22. Regulations and Laws. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law. This Agreement is made under and shall be construed pursuant to the laws of the State of California.

23. Attorneys' Fees. In the event of any action for breach of or to enforce or declare rights under any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, to be paid by the losing party.

24. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts.

25. No Other Agreement. The entire agreement of the parties with respect to the Partnership and the relations with each other with respect to the Property is contained herein.

26. Headings. The title or paragraph headings of the various provisions hereof are intended solely for convenience of reference and shall not in any manner amplify, limit or modify, or otherwise be used in the interpretation of, any of said provisions.

045191-002

27. Other Business. Any Partner may, independently or with others, engage in or possess an interest in other business ventures of every nature and description including, but not limited to, a cattle ranch, a cattle feeding operation or any other cattle enterprise, without having or incurring any obligation to offer any interest in such activities to the Partnership or any party hereto; provided, however, that without the consent of Partners holding seventy-five percent (75%) of the Units, (i) RG shall not engage in or possess an interest in such other business if the same interferes in any manner whatsoever with RG satisfying his obligations hereunder and (ii) no Partner shall own, sell, or otherwise deal in any manner with any real property located in the County of Cassia, State of Idaho. Neither the Partnership nor any of the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income therefrom.

28. Certain Transactions with Joe Goldstein.

28.1. The Partners acknowledge that Joe Goldstein, one of the Limited Partners, desires to obtain a loan prior to December 31, 1976, from a financial institution in a principal amount not exceeding Four Hundred Thousand Dollars (\$400,000) bearing interest at the then prevailing market rate with interest and principal payable in full within twenty (20) years and on such other terms and conditions as both General Partners may hereafter approve, (the "Loan") and to secure repayment of the Loan by delivering to the lender a deed of trust encumbering the Property (the "Trust Deed").

28.2. In consideration of the covenants and agreements of Joe Goldstein contained in this Section 28, the General Partners, on behalf of the Partnership, agree that at the request of Joe Goldstein, the General Partners shall cause the Partnership to execute and deliver the Trust Deed to the lender of the Loan.

045191-903

28.3 In consideration of the covenants and agreements of the General Partners made on behalf of the Partnership which are contained in this Section 28, Joe Goldstein agrees as follows:

(a) Joe Goldstein shall satisfy promptly all of his obligations under the Loan including, without limitation, the payment, when due, of all interest and principal thereunder.

(b) Joe Goldstein shall cause the lender of the Loan to deliver to the Partnership, prior to execution by the Partnership of the Trust Deed, a written statement to the effect that (i) the lender shall give each General Partner notice of any default under the Loan or Trust Deed and (ii) the Partnership shall have the right to cure any such default and shall have a period of thirty (30) days after receipt of such notice to cure such default by payment of all sums due or performance of all acts required before such default occurred and, upon such payment or performance, the Loan and Trust Deed shall be reinstated and remain in full force and effect as though no default had occurred.

(c) Joe Goldstein hereby indemnifies and holds the Partnership harmless from any and all damages, costs, demands, claims, expenses (including attorneys' fees) and liabilities of whatsoever nature arising out of or in connection with the Trust Deed, the Loan or any default or action by the Partnership to cure any default under the Trust Deed or Loan.

(d) As security for the performance of the obligations of Joe Goldstein set forth in subparagraph 28.3(c), Joe Goldstein hereby creates, assigns and grants a security interest (the "Security Interest") unto the Partnership in all of Joe Goldstein's right, title and interest in and to

4519-004

the Partnership (the "Interest"). Upon the default by Joe Goldstein of his obligations under subparagraph 28.3(c), the Partnership shall, upon the affirmative vote of Partners (other than Joe Goldstein) holding a majority of the Units then outstanding (exclusive of the Units then held by Joe Goldstein), perform either or both of the following courses of action:

(i) Pursue Joe Goldstein personally for the performance of his obligations under subparagraph 28.3(c); or

(ii) Exercise all of the rights of an owner with respect to the Interest, including, without limitation, all right, title and interest of Joe Goldstein in and to distribution of all funds due and to become due Joe Goldstein from the Partnership, exercise all of the rights of a secured party described in the California Commercial Code applicable to foreclosing on the Interest, and exercise all other rights, privileges, powers, and remedies provided by law which are applicable to foreclosing on the Interest. In addition to and not in limitation of the rights of the Partnership pursuant to this subparagraph 28.3(c)(ii), the Partnership, in its sole discretion, may foreclose on the Interest piecemeal to satisfy the obligations of Joe Goldstein hereunder including, without limitation, foreclosure of any one or more of the Units.

(d) Upon reconveyance of the lender's interest in the Trust Deed, and the satisfaction by Joe Goldstein of all of his obligations under this Section 28, the Security Interest shall terminate and the Partnership shall transfer and assign to Joe Goldstein, without recourse or warranty, all of the Partnership's right, title and interest in and to the Interest.

(e) The provisions of this Section 28 are for the sole benefit of the parties hereto and not for the benefit of any other person or entity.

045191-905

29. Gender and Tense. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

IN WITNESS WHEREOF, the parties hereto have executed this Limited Partnership Agreement as of the date first above written.

045191-006

GENERAL PARTNER'S SIGNATURE PAGE

FOR

L AND G CATTLE RANCH

A Limited Partnership

The undersigned hereby executes this page as part of the Agreement of Limited Partnership of L AND G CATTLE RANCH consisting of twenty-six (26) pages not including this page and the exhibits attached and incorporated in the Agreement by reference.

DATED: December 4, 1975

Name:

RICHARD GOLDSTEIN

Address:

L and G Cattle Company

Malta, Idaho

Signature:
(General Partner)

Richard Goldstein

GENERAL PARTNER'S SIGNATURE PAGE

0045191-00907

FOR

L AND G CATTLE RANCH

A Limited Partnership

The undersigned hereby executes this page as part of the Agreement of Limited Partnership of L AND G CATTLE RANCH consisting of twenty-six (26) pages not including this page and the exhibits attached and incorporated in the Agreement by reference.

DATED: December 4, 1975

Name:

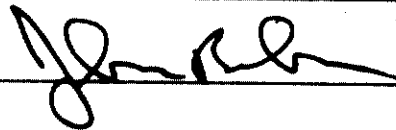
JOHN BECKER

Address:

2049 Century Park East, 17th Fl.

Los Angeles, California 90067

Signature:
(General Partner)



LIMITED PARTNER'S SIGNATURE PAGE

445191-000

FOR

L AND G CATTLE RANCH

A Limited Partnership

The undersigned hereby executes this page as part of the Agreement of Limited Partnership of L AND G CATTLE RANCH consisting of twenty-six (26) pages not including this page and the exhibits attached and incorporated in the Agreement by reference.

DATED: December 4, 1975

Name:

JOE GOLDSTEIN

Address:

c/o Boys' Market

1030 S. Arroyo Parkway

Pasadena, California 91105

Signature:

(Limited Partner)

Joe Goldstein

45191-800

LIMITED PARTNER'S SIGNATURE PAGE

FOR

L AND G CATTLE RANCH

A Limited Partnership

The undersigned hereby executes this page as part of the Agreement of Limited Partnership of L AND G CATTLE RANCH consisting of twenty-six (26) pages not including this page and the exhibits attached and incorporated in the Agreement by reference.

DATED: December 4, 1975

Name:

METROPOLITAN SERVICE CORPORATION

Address:

P. O. Box 64709

Los Angeles, California 90064

Metropolitan Service Corp

Signature:
(Limited Partner)

By:

[Signature]

Its:

Vice-pres

445191-910

LIMITED PARTNER'S SIGNATURE PAGE

FOR

L AND G CATTLE RANCH

A Limited Partnership

The undersigned hereby executes this page as part of the Agreement of Limited Partnership of L AND G CATTLE RANCH consisting of twenty-six (26) pages not including this page and the exhibits attached and incorporated in the Agreement by reference.

DATED: December 4, 1975

Name:

HENLEY LEVENTHAL

Address:

P. O. Box 64709

Los Angeles, California 90064

Signature:
(Limited Partner)

Henley Leventhal

LIMITED PARTNER'S SIGNATURE PAGE

845191-0911

FOR

L AND G CATTLE RANCH

A Limited Partnership

The undersigned hereby executes this page as part of the Agreement of Limited Partnership of L AND G CATTLE RANCH consisting of twenty-six (26) pages not including this page and the exhibits attached and incorporated in the Agreement by reference.

DATED: December 4, 1975

Name:

ELAINE O. LEVENTHAL, TRUSTEE

Address:

2049 Century Park East, 17th Fl.

Los Angeles, California 90067

Signature:
(Limited Partner)

Elaine O. Leventhal

045191-0912

LIMITED PARTNER'S SIGNATURE PAGE

FOR

L AND G CATTLE RANCH

A Limited Partnership

The undersigned hereby executes this page as part of the Agreement of Limited Partnership of L AND G CATTLE RANCH consisting of twenty-six (26) pages not including this page and the exhibits attached and incorporated in the Agreement by reference.

DATED: December 4, 1975

Name:

ROSS LEVENTHAL

Address:

2049 Century Park East, 17th Fl.

Los Angeles, California 90067

Signature:

*Ross Leventhal by Kenneth
Leventhal his attorney-in-fact*

ROSS LEVENTHAL by KENNETH
LEVENTHAL, his attorney-in-fact

VS 400 ON 10-70
(Individual)

STATE OF California
COUNTY OF LOS ANGELES } ss.

On _____ before me, the undersigned, a Notary Public in and for said
State, personally appeared ROBERT GOLDSTEIN

_____ known to me

to be the person _____ whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature [Signature]
Paul McKenna
Name (Typed or Printed)



VS 400 ON 10-70
(Individual)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On December 4, 1975 before me, the undersigned, a Notary Public in and for said
State, personally appeared John Becker

_____ known to me

to be the person _____ whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature [Signature]
HELENE SIMON
Name (Typed or Printed)



(This area for official notarial seal)

VS 400 ON 10-70
(Individual)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On December 4, 1975 before me, the undersigned, a Notary Public in and for said
State, personally appeared Joe Goldstein

_____ known to me

to be the person _____ whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature [Signature]
HELENE SIMON
Name (Typed or Printed)



(This area for official notarial seal)

NOTARIAL PUBLIC SERVICE CARD

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On 12/1/75 before me, the undersigned, a Notary Public in and for said State, personally appeared HELEN J. LEVINTHAL
known to me to be the Wife of HELEN J. LEVINTHAL

known to me to be _____ Secretary of the corporation that executed the within instrument,
known to me to be _____ the person who executed the within
instrument or behalf of the corporation that executed the within
instrument or behalf of the corporation that executed the within
instrument pursuant to the bylaws or a resolution of the board
of directors.

WITNESS my hand and official seal.

Signature Helene Simon
HELENE SIMON
Name (Typed or Printed)



(This area for official notarial seal)

NO 607 OR 10-704
(Individual)

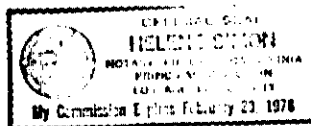
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On December 4, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Henley Leventhal

to be the person _____ whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature Helene Simon
HELENE SIMON
Name (Typed or Printed)



(This area for official notarial seal)

NO 607 OR 10-704
(Individual)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On December 4, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Blaine G. Leventhal, Trustee

to be the person _____ whose name is subscribed
to the within instrument and acknowledged that she
executed the same.

WITNESS my hand and official seal.

Signature Helene Simon
Simon
Name (Typed or Printed)



(This area for official notarial seal)

445191-915

no. 440.2
(Attorney in Fact)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On December 4, 1975 before me, the undersigned a Notary Public in and for said State,
personally appeared KENNETH LEVENTHAL
known to me to be the person whose name is subscribed to the within instrument, as the
Attorney in fact of ROSS LEVENTHAL
and acknowledged to me that he subscribed the name
of ROSS LEVENTHAL thereto as principal
and his own name as Attorney in fact.

WITNESS my hand and official seal.

Signature Helene Simon
HELENE SIMON
Name (Typed or Printed)



(This area for official notarial seal)

TOWNSHIP 15 SOUTH, RANGE 26 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 32: S 1/2 NE 1/4, N 1/2 SE 1/4 and NE 1/4 SW 1/4

Section 33: N 1/2 SW 1/4

TOWNSHIP 14 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 32: SE 1/4, E 1/2 SW 1/4 and SW 1/4 SW 1/4, EXCEPTING THEREFROM: Beginning at the Southwest corner of said Section 32; Thence North 1320 feet; Thence East 713 feet; Thence South 6° 20' West 500 feet; Thence West 283 feet; Thence South 26° 30' West 226 feet; Thence South 6° 52' East 383 feet; Thence South 17° 35' West 254 feet; Thence West 240 feet to the Point of Beginning.

Section 33: NW 1/4 SW 1/4

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 4: W 1/2

Section 5: All, EXCEPTING THEREFROM: Beginning at the Northwest corner of said Section 5; thence East 240 feet; thence South 25° 48' West 335 feet; thence South 2° 57' East 385 feet; thence South 17° 45' East 310 feet; thence South 12° 08' West 360 feet; thence West 139 feet; thence North 1320 feet to the Point of Beginning. ALSO EXCEPTING: Beginning at the Northwest corner of the SW 1/4 NW 1/4 of said Section 5; thence East 139 feet; thence South 2° 33' West 263 feet; thence South 88° 20' East 285 feet; thence South 9° 48' East 130 feet; thence South 43° 22' West 134 feet; thence South 33° 53' West 307 feet; thence South 65° 37' West 180 feet; thence North 815 feet to the Point of Beginning.

Section 8: NE 1/4, N 1/2 SE 1/4 and N 1/2 NW 1/4, EXCEPTING THEREFROM: Beginning at the Southeast corner of the NE 1/4 NW 1/4 of said Section 8; thence North 20 Rods; thence West 16 Rods; thence South 20 Rods; thence East 16 Rods to the Point of Beginning.

Section 17: E 1/2 SW 1/4 and SW 1/4 SE 1/4

Section 20: NE 1/4 NW 1/4

TOWNSHIP 16 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 2: W 1/2 NW 1/4 and NW 1/4 SW 1/4

Section 3: NE 1/4 SE 1/4

TOWNSHIP 15 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 6: W 1/2 W 1/2

Section 7: NE 1/4 and E 1/2 SE 1/4

Section 8: N 1/2, S 1/2 S 1/2, NW 1/4 SW 1/4, N 1/2 SE 1/4 and NE 1/4 SW 1/4

Section 17: S 1/2 S 1/2

Section 20: All

Section 29: N 1/2 N 1/2, 1/2 NE 1/4 and S 1/2

Section 32: All

The Homber 1100 described as: A tract of land lying in a portion of Sections 15 and 16, Township 15 South, Range 28 East of the Boise Meridian, Cassia County, Idaho, described as follows: Beginning at corner §1 from which the corner common to Sections 16 and 17 and Sections 20 and 21, Township 15 South, Range 28 East of the Boise Meridian, bears North 89° 49' West 19.54 chains; thence North 33.61 chains

RECORDER'S MEMO
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENTS

to corner #2; thence South $89^{\circ} 29'$ East 70.20 chains to corner #3; thence South $89^{\circ} 29'$ East 11.27 chains to corner #4; thence South $89^{\circ} 3'$ West 19.98 chains to corner #5; thence South $89^{\circ} 4'$ East 19.87 chains to corner #6; thence West 21.17 chains to corner #1 the place of beginning.

Tax Number 1101 described as: A tract of land within the Minidoka National Forest; Beginning at corner #1 from which the Quarter corner common to Sections 16, 17, 20 and 21, Township 15 South, Range 26 East of the Boise Meridian, Cassia County, Idaho, bears South $0^{\circ} 14'$ East 39.73 chains distant; thence North $0^{\circ} 14'$ West 19.63 chains to corner #2; thence East 79.98 chains to corner #3; thence South 20 chains to corner #4; thence North $89^{\circ} 47'$ West 79.92 chains to corner #1 the place of beginning.

K. E. Survey No. 314, embracing a portion of approximately Sections 16 and 21, Township 15 South, Range 26 East of the Boise Meridian, Cassia County, Idaho, more particularly bounded and described as follows: Beginning at corner #1, identical with the West corner to said Sections 16 and 21; thence North 11° West 38.58 chains to corner #2; thence South $89^{\circ} 57'$ East 19.98 chains to corner #3; thence South 38.61 chains to corner #4; thence East 21.17 chains to corner #5; thence South 20 chains to corner #6; thence West 41 chains to corner #7; thence North 14° West 20.01 chains to corner #1 the place of beginning.

PARCEL NO. 2:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 8: Beginning at the Southeast corner of the NE $1/4$ NW $1/4$ of said Section 8; thence North 20 Rods; thence West 16 Rods; thence South 20 Rods; thence East 16 Rods to the Point of Beginning.

PARCEL NO. 3:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 6: Beginning at the Southeast corner of the SE $1/4$ of said Section 6, running thence West 266 feet to the center line of U. S. Highway No. 30 South; thence running North $13^{\circ} 47'$ West 405 feet along the center line of U. S. Highway No. 30 South; running thence North $12^{\circ} 3'$ West 1642 feet; running thence North $61^{\circ} 32'$ East 270 feet; running thence North $9^{\circ} 53'$ West 518 feet to the North boundary line of the SE $1/4$ of said Section 6; thence running East 151 feet along said North boundary line of the said SE $1/4$ of said Section 6; thence running in the SE $1/4$ NE $1/4$ of said Section 6, North $28^{\circ} 59'$ East 125 feet; thence South $67^{\circ} 14'$ East 175 feet; thence South $13^{\circ} 54'$ East 31 feet to the North boundary line of the SE $1/4$ of said Section 6; thence running South $13^{\circ} 54'$ East 111.5 feet; thence running East 150 feet to the East boundary line of the said SE $1/4$ of said Section 6; thence South 2530 feet along the said East boundary line of the said SE $1/4$ of said Section 6 to the point of beginning.

EXCEPTING from all of the above described property, that portion conveyed for road purposes. (Parcels 1, 2 and 3)

PARCEL NO. 4:

TOWNSHIP 15 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 8: S $1/2$ SW $1/4$, SW $1/4$ SE $1/4$

Section 17: NW $1/4$

PARCEL NO. 5:

TOWNSHIP 16 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 11: SW $1/4$ NW $1/4$, E $1/2$ SE $1/4$, SE $1/4$ NW $1/4$, S $1/2$ NE $1/4$, E $1/2$ SW $1/4$ and W $1/2$ SE $1/4$

Section 12: SW $1/4$ NE $1/4$, NW $1/4$, W $1/2$ SW $1/4$, NW $1/4$ SW $1/4$ and N $1/2$ SE $1/4$

Section 13: W $1/2$ W $1/2$

Section 14: SW $1/4$ and E $1/2$

EXHIBIT "A" (Continued)

Section 17: SE 1/4

Section 22: SE 1/4

Section 23: NE 1/4, E 1/2 NW 1/4 and E 1/2 SE 1/4

Section 24: NW 1/4, NW 1/4 SW 1/4, SE 1/4 NE 1/4 and SE 1/4

TOWNSHIP 16 SOUTH, RANGE 28 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 7: SW 1/4 SW 1/4 EXCEPT that portion deeded to the State of Idaho for highway purposes.

Section 18: That portion lying West of U. S. Highway 30.

Section 19: That portion of NE 1/4 NE 1/4 lying West of U. S. Highway 30, EXCEPT the S 1/2 SW 1/4 NE 1/4 NE 1/4; NW 1/4 NE 1/4, E 1/2 NE 1/4 NW 1/4, NW 1/4 NE 1/4 NW 1/4, N 1/2 SW 1/4 NE 1/4 NW 1/4, SE 1/4 NE 1/4, S 1/2 S 1/2, NE 1/4 SE 1/4, and Lot 3 also known as the NW 1/4 SW 1/4.

Section 20: That portion lying West of U. S. Highway 30.

EXCEPTING from the above described property, all road rights of way as they now exist. (Parcels No. 4 and 5)

PARCEL NO. 6:

TOWNSHIP 16 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 12: NW 1/4 NE 1/4 and the W 1/2 NE 1/4 NE 1/4 EXCEPT a tract of land described as follows, to-wit:

Commencing at the North Quarter corner of said Section 12; Thence East along said Section line 1763.36 feet; Thence South 201.04 feet; Thence West 1763.36 feet; Thence North 201.04 feet to the point of beginning.

TOWNSHIP 16 SOUTH, RANGE 27 EAST OF THE BOISE MERIDIAN, CASSIA COUNTY, IDAHO

Section 12: That part of the W 1/2 NE 1/4 described as follows, to-wit:

Beginning at the North Quarter corner of said Section 12; Thence East along the North Section line of said Section 12, a distance of 246.67 feet; Thence South a distance of 201.04 feet; Thence West a distance of 246.67 feet; Thence North a distance of 201.04 feet to the point of beginning.

State of Idaho
County of Cassia

} SS

87148

I hereby certify that the within instrument was
Filed at the request of Bernard Smell

On Sept 5 19 72

At Boise M. and

recorded on Film 98

Index # 87148

by Frank B. Ketchum Recorder

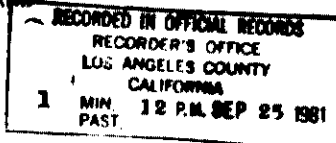
Bernard Smell Deputy

43900

81- 957018

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Cox, Castle & Nicholson
2049 Century Park East
Suite 2800
Los Angeles, California 90067



Attention: Barry R. Pinnolis, Esq.

AMENDMENT NO. 2 TO
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF L AND G CATTLE COMPANY

THIS AMENDMENT NO. 2 TO CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF L AND G CATTLE COMPANY is made this 22nd day of September, 1981, amending that certain Certificate and Agreement of Limited Partnership dated December 4, 1975, recorded on December 11, 1975, in Book M 5191 at Pages 880-918 as Instrument No. 2814 in the Official Records of the County Recorder of Los Angeles County, State of California (the "Certificate and Agreement"), as amended by that certain Amendment No. 1 to Certificate and Agreement of Limited Partnership of L and G Cattle Company, recorded March 10, 1977, as Instrument No. 97178 in the Official Records of the County Recorder of Los Angeles County, State of California ("Amendment No. 1"), the Certificate and Agreement as amended by Amendment No. 1 being hereinafter collectively referred to as the "Amended Certificate and Agreement," with reference to the following facts and circumstances:

A. Under the Amended Certificate and Agreement, Joe Goldstein is a Limited Partner of the L and G Cattle Company, a California limited partnership (the "Limited Partnership"), which was formed pursuant to the terms and conditions of the Certificate and Agreement.

B. Richard Goldstein and John Becker are all of the General Partners of the Limited Partnership (the "General Partners").

C. Pursuant to Section 19(c) of the Amended Certificate and Agreement, all of the Limited Partners of the Limited Partnership have granted to the General Partners their irrevocable power of attorney to act on behalf of such Limited Partners in making and executing this Amendment No. 2 to the Amended Certificate and Agreement.

D. Pursuant to the terms of that certain Assignment of Limited Partnership Interest (the "Assignment"), attached hereto and incorporated herein by reference, executed on September 22, 1981, by Joe Goldstein ("Assignor") and Joe Goldstein and Lillian Goldstein, Trustees of the Goldstein Family Revocable Trust ("Assignees"), and delivered to Assignees, Assignor has assigned all of his right, title and interest in and to the Limited Partnership to the Assignees and the Assignees have assumed the obligations of Assignor.

E. The General Partners now desire to further amend the Amended Certificate and Agreement to provide for the substitution of the Assignees for Assignor as Limited Partners of the Limited Partnership.

NOW, THEREFORE, the General Partners agree as follows:

1. Admission of Substituted Limited Partners.

The General Partners hereby consent to the Assignment and to the admission and substitution of the Assignees as Limited Partners of the Limited Partnership in the name, place and stead of Assignor. All references to "Limited Partner" (when meant to refer to Assignor) or to "Joe Goldstein" in the Amended Certificate and Agreement shall be deemed to refer to the Assignees. For voting purposes, Assignees shall be deemed a single Limited Partner.

2. Continuation of the Limited Partnership.

Neither the Assignment, the admission of the Assignees as substituted Limited Partners of the Limited Partnership, nor the withdrawal of Assignor as a Limited Partner shall be deemed to cause a dissolution or termination of the Limited Partnership and the Limited Partnership shall continue in all respects.

3. Trustees Succession.

Neither the death, disability, insanity, resignation nor removal of a person or persons acting as Trustees of the Goldstein Family Revocable Trust nor the appointment of a successor Trustee or successor Trustees of said Trust shall be deemed to constitute a "Transfer" for purposes of any provision of the Amended Certificate and Agreement, as amended hereby.

4. Satisfaction of Other Requirements for Substitution of Limited Partners.

By the execution of this Amendment No. 2, the General Partners hereby acknowledge and agree that all procedures required under Section 14.3 of the

Amended Certificate and Agreement, as amended hereby, for Assignees to become substituted Limited Partners in the Limited Partnership in the place and stead of Assignor have been fully completed and satisfied.

5. Miscellaneous Provisions.

a. Successors.

This Amendment No. 2 shall inure to the benefit of and be binding on the legal representatives, nominees, successors in interest, and assigns of the undersigned.

b. Execution and Recordation of Documents.

The undersigned shall sign and record or cause to be signed and recorded all documents and shall perform or cause to be performed all acts necessary to carry out the intent of this Amendment No. 2 as further amending the Amended Certificate and Agreement.

c. Integration.

The Amended Certificate and Agreement as amended hereby is the complete and final integration of all arrangements and agreements between the undersigned hereto.

d. Controlling Law.

The Amended Certificate and Agreement as amended hereby shall be construed and enforced in accordance with the laws of the State of California.

e. Severability.

The invalidity or illegality of any provision hereof shall not affect the remainder of this Amendment No. 2.

f. Counterparts.

This Amendment No. 2 may be executed in any number of counterparts, all of which together shall constitute this Amendment No. 2.

g. Other Documents.

All other documents to which reference is made herein are hereby deemed incorporated herein by such reference.

6. Full Force and Effect.

Except as provided in this Amendment No. 2, the Amended Certificate and Agreement shall remain in full force and effect.

EXECUTED AND MADE EFFECTIVE AS OF the day and year first above
written.


GENERAL PARTNERS:

RICHARD GOLDSTEIN and JOHN BECKER
By JOHN BECKER, Their Attorney In-Fact


John Becker

LIMITED PARTNERS:

JOE GOLDSTEIN, METROPOLITAN SERVICE COR-
PORATION, MENLEY LEVENTHAL and ROSS O. LEVEN-
THAL
By JOHN BECKER, Their Attorney-In-Fact


John Becker

SUBSTITUTED LIMITED PARTNERS:

JOE AND LILLIAN GOLDSTEIN
TRUSTEES OF THE GOLDSTEIN FAMILY
REVOCABLE TRUST

By 
Joe Goldstein, Trustee

By 
Lillian Goldstein, Trustee

81- 807036

STATE OF NORTH CAROLINA)

COUNTY OF WAKE)

ss.

On September 14, 1981, before me the undersigned, a Notary Public in and for said County and State, personally appeared JOHN BECKER, known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of RICHARD GOLDSTEIN and JOHN BECKER, the General Partners, and the Attorney in fact of JOE GOLDSTEIN, METROPOLITAN SERVICE CORPORATION, HENLEY LEVENTHAL and ROSS O. LEVENTHAL, the Limited Partners, and acknowledged to me that he subscribed his own name as Attorney in fact.

Witness my hand and official seal.

Mildred B. York

Notary Public in and for
Said County and State.

Mildred B. York

(Name: Typed or Printed)

(This area for official notarial seal.)

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

ss.

On September 22, 1981, before me the undersigned, a Notary Public in and for said County and State, personally appeared JOE GOLDSTEIN and LILLIAN GOLDSTEIN, known to me to be Trustees of the Goldstein Family Revocable Trust, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

Witness my hand and official seal.

Lois Brink

Notary Public in and for
Said County and State.



Lois Brink

(Name: Typed or Printed)

(This area for official notarial seal.)

81- 957018

17- 248087

Recording Requested By and
When Recorded Mail to:

COX, CASTLE, NICHOLSON & WEEKES
2049 Century Park East, 28th Floor
Los Angeles, California 90067

Attention: Jeffrey A. Kaplan

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA.

MIN.
1 PAST 4 P.M. MAR 10 1977

Recorder's Office

AMENDMENT NO. 1 TO CERTIFICATE AND AGREEMENT
OF LIMITED PARTNERSHIP OF
L AND G CATTLE COMPANY


EX
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2N

The Agreement and Certificate of Limited Partnership of L and G Cattle Company recorded in Official Records, Los Angeles County, California on December 11, 1975 in Book M 5191, Pages 880 through 918, inclusive, as Instrument No. 2814 (the "Partnership Agreement"), is hereby amended as follows:

Paragraph 6.2 of the Partnership Agreement is amended by deleting Elaine O. Leventhal, Trustee as a Limited Partner and adding in her place as a limited partner, Ross O. Leventhal, 2049 Century Park East, 17th Floor, Los Angeles, California 90067.

Executed this 23 day of FEBRUARY, 1977.

GENERAL PARTNER:


John Becker

GENERAL PARTNER:

Richard Goldstein

LIMITED PARTNERS:

Joe Goldstein, Metropolitan
Service Corporation, Elaine O.
Leventhal, Henley Leventhal,
Ross O. Leventhal

By John Becker
Their Attorney-in-Fact


John Becker

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 3rd day of March, 1977, before
me, the undersigned, a Notary Public in and for said State
and County, personally appeared John Becker, known to me to
be the person whose name is subscribed to the within instru-
ment, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



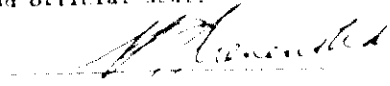


STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS.

On this 3rd day of March, 1977, before
me, the undersigned, a Notary Public in and for said State
and County, personally appeared John Becker, known to me to
be the Attorney-in-Fact of Richard Goldstein, hereinafter
called the "General Partner," and Joe Goldstein, Metropolitan
Service Corporation, Elaine O. Leventhal, Henley Leventhal
and Ross O. Leventhal, hereinafter altogether called the "Li-
mited Partners," and acknowledged to me that he subscribed
the names of the above as principals and the name of John
Becker as Attorney-in-Fact for said General Partner and said
Limited Partners, and that said John Becker executed the same
as such Attorney-in-Fact.

WITNESS my hand and official seal.





17- 248087

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

COX, CASTLE & NICHOLSON
2049 Century Park East, 28th Floor
Los Angeles, California 90067
Attention: Phillip E. Himmelstein, Esq.

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 12 P.M. JAN 11 1984
PAST.

FEE \$ 15.00
12

AMENDMENT NO. 3
TO CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
L and G CATTLE COMPANY

This Amendment No. 3 to Certificate and Agreement of Limited Partnership of L and G Cattle Company is made effective as of this 20th day of December, 1983, amending that certain Certificate and Agreement of Limited Partnership ("Certificate and Agreement") recorded in Official Records, Los Angeles County, California, on December 11, 1975, as Instrument No. 2814, as amended by Amendment No. 1 to Certificate and Agreement of Limited Partnership of L and G Cattle Company recorded in Official Records, Los Angeles County, California, on March 10, 1977, as Instrument No. 77-248087 and Amendment No. 2 to Certificate and Agreement of Limited Partnership of L and G Cattle Company recorded in Official Records, Los Angeles County, California, on September 25, 1981, as Instrument No. 81-957018 (the Certificate and Agreement as so amended is hereafter referred to as the "Amended Agreement") with reference to the following facts and circumstances:

A. Under the Amended Agreement, Joe Goldstein and Lillian Goldstein, Trustees of the Goldstein Family Revocable Trust, are Limited Partners of L and G Cattle Company, a California limited partnership (the "Limited Partnership"), which

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink,
of the Registrar-Recorder.

JAN 11 1984

Shenard Ramal REGISTRAR-RECORDER
LOS ANGELES COUNTY, CALIFORNIA



was formed pursuant to the terms and conditions of the Certificate and Agreement.

B. Pursuant to the terms of that certain Assignment of Limited Partnership Interest (the "Assignment"), attached hereto and incorporated herein by reference, executed on December 20, 1983, by Joe Goldstein and Lillian Goldstein, Trustees of the Goldstein Family Revocable Trust (hereafter collectively referred to as "Assignor"), and Joe Goldstein, individually ("Assignee"), and delivered to Assignee, Assignor has assigned all of their right, title and interest in and to the Limited Partnership to Assignee and Assignee has assumed all of the obligations of Assignor as a Limited Partner in the Limited Partnership.

C. Richard Goldstein and John Becker are all of the general partners of the Limited Partnership (the "General Partners"). The General Partners and Limited Partners of the Limited Partnership are hereafter collectively referred to as the "Partners."

D. The Partners desire to further amend the Amended Agreement to: (i) provide for the substitution of Assignee for Assignor as a substituted Limited Partner; (ii) provide for an increase in the "Guaranteed Payment" (as defined in the Amended Agreement) to Richard Goldstein; (iii) provide for the allocation of profit and loss among the Partners resulting from a sale of all or a portion of the "Property" (as defined in the Amended Agreement); and, (iv) provide an exception to restriction on the activities of Richard Goldstein so as to permit Richard Goldstein to engage in certain horse-breeding activities on the Property.

NOW, THEREFORE, the Partners agree as follows:

1. Admission of Substituted Limited Partner.

The Partners hereby consent to the Assignment and to the admission and substitution of Assignee as a substituted Limited Partner of the Limited Partnership in the name, place and stead of Assignor. All references to "Limited Partner" (when meant to refer to Assignor) in the Amended Agreement shall be deemed to refer to Assignee.

2. Continuation of the Limited Partnership.

Neither the Assignment, the admission of Assignee as a substituted Limited Partner of the Limited Partnership, nor the withdrawal of Assignor as a Limited Partner shall be deemed to cause a dissolution or termination of the Limited Partnership and the Limited Partnership shall continue in all respects.

3. Satisfaction of Other Requirements for Substitution of Limited Partners.

By the execution of this Amendment No. 3, the Partners hereby acknowledge and agree that all procedures required under Section 14.3 of the Amended Agreement, as amended hereby, for Assignee to become a substituted Limited Partner in the Limited Partnership in the place and stead of Assignor have been fully complied with and satisfied.

4. Increase in Guaranteed Payment to Richard Goldstein.

Paragraph 9(a) of the Amended Agreement shall be amended by deleting the words "one thousand dollars (\$1,000)" in the third line of said paragraph, and inserting the words "two thousand five hundred dollars (\$2,500)" in place thereof.

5. Sale of Limited Partnership Property.

(i) Paragraph 10.1(b) of the Amended Agreement shall be amended by adding the following sentence at the end thereof:

The terms "Extraordinary Tax Profits" and "Extraordinary Tax Losses" shall mean, with respect to any taxable year, the Taxable Income or Taxable Loss for such taxable year resulting from and attributable to the sale or other disposition of the Property or any portion thereof.

(ii) Paragraph 10.1(c) of the Amended Agreement shall be amended by adding the following at the end thereof:

The term "Cumulative Operating Tax Losses" means the excess, if any, of Operating Tax Losses over Operating Tax Profits from the commencement of the Partnership term to the end of the applicable taxable year. The term "Cumulative Extraordinary Tax Profits" means the excess, if any, of Extraordinary Tax Profits over Cumulative Operating Tax Losses.

(iii) Paragraph 10 of the Amended Agreement shall be further amended by adding a new Paragraph 10.1(d), as follows:

10.1(d) The term "Approved Sale" shall mean any sale or other disposition of the Property or any portion thereof, where (i) the decision to sell or otherwise dispose of the Property or any portion thereof and (ii) the terms and conditions of such sale or disposition are approved by the written consent or affirmative vote of Partners holding seventy-five percent (75%) of the Units, provided that neither RG nor JB shall participate in such vote and provided further that the Units held by RG and JB, if any, shall not be counted in such vote. An Approved Sale shall be deemed to occur on the date of execution of a binding sales and purchase agreement for the Property or any portion thereof.

(iv) Paragraph 10.2(a) shall be deleted in its entirety and shall be replaced with the following new Paragraph 10.2(a):

10.2(a) To RG, an amount, when added to or subtracted from all allocations made to RG pursuant to this subparagraph (a) in prior

taxable years, equals (i) 10% of Cumulative Operating Tax Profits and (ii) 10% of Cumulative Extraordinary Tax Profits if (AA) an Approved Sale occurs during the term of management and operation of the Property by RG and (BB) the Approved Sale is closed and legal title to all or a portion of the Property is transferred to the buyer pursuant thereto.

(v) Paragraph 10.2(b) shall be deleted in its entirety and shall be replaced with the following new Paragraph 10.2(b):

10.2(b) To JB, an amount, when added to or subtracted from all allocations made to JB pursuant to this subparagraph (b) in prior taxable years, equals (i) 5% of Cumulative Operating Tax Profits and (ii) 5% of Cumulative Extraordinary Tax Profits if (AA) an Approved Sale occurs during the term of management of the Partnership by RG and (BB) the Approved Sale is closed and legal title to all or a portion of the Property is transferred to the buyer pursuant thereto.

6. Horse-Breeding on Partnership Property.

Paragraph 27 of the Amended Agreement shall be amended by adding the following at the end thereof:

"Notwithstanding the foregoing, RG shall be permitted to engage in a quarterhorse breeding operation on the Property, provided that such breeding operation is limited so that no more than fifty (50) horses are present on the Property in connection with the breeding operation at any one time, and provided further, that RG establishes and maintains a reasonable procedure for allocating costs and expenses between such breeding operation and Partnership business, and makes quarterly reimbursement payments to the Partnership for costs and expenses allocated to the breeding operation."

Except as hereinabove amended, the Amended Agreement shall remain in full force and effect without modification.

General Partners:


John Becker


Richard Goldstein

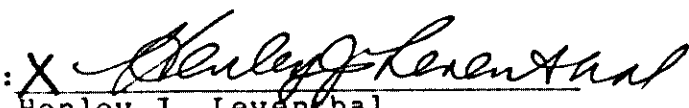
Limited Partners:

Joe and Lillian Goldstein
Trustees of the Goldstein
Family Revocable Trust

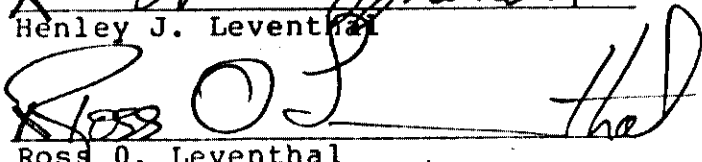
By: 
Lillian Goldstein, Trustee

By: 
Joe Goldstein, Trustee

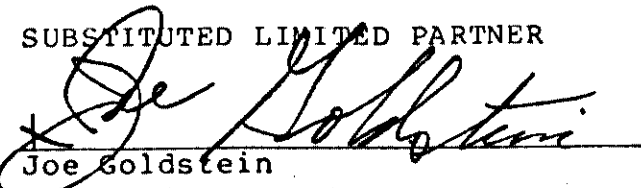
Metropolitan Service Corporation

By: 
Henley J. Leventhal
Its Vice President


Henley J. Leventhal


Ross O. Leventhal

SUBSTITUTED LIMITED PARTNER


Joe Goldstein

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

SS.

On October 14, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared John Becker, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



[Signature]
Notary Public

STATE OF ~~CALIFORNIA~~ Idaho)

COUNTY OF Cassia)

SS.

On Richard Goldstein before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Goldstein, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

ss.

on October 14, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Lillian Goldstein, Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.



Lois Ennis
Notary Public

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

ss.

on October 14, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Goldstein, Trustee, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



Lois Ennis
Notary Public

STATE OF CALIFORNIA

COUNTY OF

Los Angeles

SS.

On Sept. 2, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Henley J. Overmire, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ President, and _____, personally known to or proved to me on the basis of satisfactory evidence me to be _____ Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its Bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Notary Public

STATE OF CALIFORNIA

COUNTY OF

Los Angeles:

SS.

On Sept. 2, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Henley J. Leventhal, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



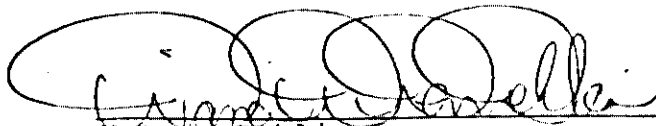
Notary Public

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

On September 7, 1983, before me, the undersigned a Notary Public in and for said State, personally appeared Ross O. Leventhal, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

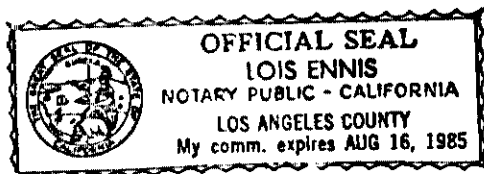



Notary Public

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS.

On October 14, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Goldstein, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.




Notary Public

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

Reference is made to that certain Certificate and Agreement of Limited Partnership dated December 4, 1975 (the "Certificate and Agreement"), between RICHARD GOLDSTEIN and JOHN BECKER, as the General Partners, and JOE GOLDSTEIN, METROPOLITAN SERVICE CORPORATION, HENLEY LEVENTHAL, ELAINE O. LEVENTHAL, Trustee, and ROSS LEVENTHAL, as the Limited Partners, recorded on December 11, 1975, as Instrument No. 2814 in the Official Records of the County Recorder of Los Angeles County, State of California, forming L and G CATTLE COMPANY, a California limited partnership (the "Limited Partnership") as amended by Amendment No. 1 to Certificate and Agreement of Limited Partnership of L and G CATTLE COMPANY recorded in Official Records of Los Angeles County, California on March 10, 1977, as Instrument No. 77-248087 and Amendment No. 2 to Certificate and Agreement of Limited Partnership of L and G CATTLE COMPANY recorded in Official Records, Los Angeles County, California, on September 25, 1981, as Instrument No. 81-957018. The Certificate and Agreement as so amended is hereafter referred to as the "Amended Certificate and Agreement".

Joe Goldstein and Lillian Goldstein, Trustees of the Goldstein Family Revocable Trust dated February 1, 1978 ("Assignors") do hereby grant, convey, transfer and assign to Joe Goldstein, individually ("Assignee") all of their right, title and interest in, to and under the Amended Certificate and Agreement as Limited Partners of the Limited Partnership. This Assignment of Limited Partnership Interest (the "Assignment") shall be effective on the date of the execution of this Assignment (the "Effective Date"). It is the intention of Assignors that the Assignee shall become a

Substituted Limited Partner of the Limited Partnership in their stead as provided in Section 14.3 of the Amended Certificate and Agreement. The Assignee hereby assumes, as of the Effective Date, the obligations of Assignors under the Amended Certificate and Agreement as a Limited Partner thereunder and agrees to be bound by the terms and conditions of the Amended Certificate and Agreement as though he was a Limited Partner originally named therein.

EXECUTED AND MADE EFFECTIVE this 20th day of December, 1983.

ASSIGNORS:

Trustees of the Goldstein
Family Revocable Trust


Joe Goldstein, Trustee


Lillian Goldstein, Trustee

ASSIGNEE:


Joe Goldstein

State of California }
County of Los Angeles } ss.

On this the 20th day of December 19 83, before me,
the undersigned Notary Public, personally appeared
Joe Goldstein and Lillian Goldstein

known to me to be the person(s) whose name(s) are subscribed
to the within instrument and acknowledged that they
executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



