

Feb 25 1965

CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, desiring to form a limited partnership pursuant to the Idaho Limited Partnership Act as set forth in Title 53, Chapter 2, Idaho Code, do hereby certify as follows:

1. The name of the Limited Partnership is MCINTOSH & SONS LIMITED PARTNERSHIP.

2. The general character of the business is farming and such other businesses as shall be necessary and incidental thereto.

3. The name and address of the registered agent for service of process is KENNETH W. MCINTOSH, 2505 Grelle, Lewiston, Idaho 83501.

4. The names and business addresses of the general partners are:

Kenneth W. McIntosh	Dwain H. McIntosh	Gary I. McIntosh
2505 Grelle	9345 Tammany Creek Road	315 Skyline Drive
Lewiston, ID 83501	Lewiston, ID 83501	Lewiston, ID 83501

The names and business addresses of the limited partners are:

Kenneth W. McIntosh	Dwain H. McIntosh	Gary I. McIntosh
2505 Grelle	9345 Tammany Creek Road	315 Skyline Drive
Lewiston, ID 83501	Lewiston, ID 83501	Lewiston, ID 83501

5. The amount of cash and a statement of the agreed value of the other property contributed by each partner is as follows:

<u>General Partners</u>	<u>Cash</u>	<u>Inventory</u>	<u>Equipment</u>	<u>Other Assets</u>	<u>Less Liabilities</u>
Kenneth W. McIntosh - 6%	\$2,224.00	\$44,093.00	\$25,642.00	\$86,432.00	<\$68,757.00>
Dwain H. McIntosh - 6%	2,223.00	44,093.00	25,642.00	86,433.00	<\$68,758.00>
Gary I. McIntosh - 6%	2,224.00	44,093.00	25,642.00	86,533.00	<\$68,757.00>

<u>Limited Partners</u>	<u>Cash</u>	<u>Inventory</u>	<u>Equipment</u>	<u>Other Assets</u>	<u>Less Liabilities</u>
Kenneth W. McIntosh - 31.5%	\$11,675.00	\$231,490.00	\$134,620.00	\$453,771.00	<\$360,978.00>
Dwain H. McIntosh - 31.5%	11,675.00	231,489.00	134,621.00	453,771.00	<\$360,979.00>
Gary I. McIntosh - 19%	7,042.00	139,629.00	81,200.00	273,703.00	<\$217,733.00>

6. The Limited Partnership Agreement provides for additional contributions to be made by any partner to the extent of any governmental payment arising from the operation of the partnership or compliance with governmental programs and paid to a partner.

7. A limited partner has the right to assign his partnership interest. Additional limited partners may be admitted to this partnership only upon the written consent of all other partners.

8. A general partner's interest in the partnership may be terminated by dissolution of the partnership, agreement of all partners, or the consent of the personal representative of a deceased general partner of the partnership. A limited partner's interest in the partnership may be terminated by dissolution of the partnership, agreement of all partners, or the consent of the personal representative of a deceased limited partner and the partnership. If the interest of a partner is terminated, that partner shall be paid an amount to be determined by the agreement of all partners or, absent an agreement, the fair market value of his partnership share adjusted for any profits or losses to the date of termination. The partnership has the option to repay the partner whose interest was terminated in up to fifteen (15) amortized annual installments which shall include interest at the existing Federal Land Bank rate.

9. The managing general partner is entitled to a monthly salary for his services rendered to the partnership. The salary paid to the managing general partner is determined by a majority vote of the general partners. Limited partners and general partners are entitled to their share of the profits of the partnership, subject to the right of the general partners to retain profits for the needs of the business.

10. No partner has a right to make, nor does any partner have a right to receive, a distribution of any or all of that partner's contribution, unless there is a termination of that

partner's interest as set forth in paragraph 8 above, or there is a dissolution of the partnership.

11. The limited partnership shall be dissolved upon the occurrence of any of the following:


- A. The written consent of all partners;
- B. Election of the surviving partners after the death of one partner;
- C. Failure of the limited partners to appoint a substituted general partner within ninety (90) days of the termination of the sole remaining general partner; or
- D. By operation of law.

12. The termination of interest or withdrawal of a general partner does not cause a dissolution of the partnership. If the sole remaining general partner is terminated, a substituted general partner may be designated by the limited partners within ninety (90) days after the termination of the sole remaining general partner.

DATED this 22nd day of February, 1985.

  
KENNETH W. MCINTOSH

  
DWAINE H. MCINTOSH

  
GARY I. MCINTOSH

STATE OF IDAHO                     )  
  : ss.  
County of Nez Perce             )

On this 22nd day of February, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH W. MCINTOSH, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Fonda J. Nelson  
Notary Public in and for the State of  
Idaho, residing at Genesee  
therein.

STATE OF IDAHO                    )  
                                      : ss.  
County of Nez Perce            )

On this 22nd day of February, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared DWAIN H. MCINTOSH, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Fonda J. Nelson  
Notary Public in and for the State of  
Idaho, residing at Genesee  
therein.

STATE OF IDAHO                    )  
                                      : ss.  
County of Nez Perce            )

On this 22nd day of February, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY I. MCINTOSH, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Fonda J. Nelson  
Notary Public in and for the State of  
Idaho, residing at Genesee  
therein.

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