

# CERTIFICATE OF LIMITED PARTNERSHIP

(Instructions on back of application)



00 APR 12 AM 9

SECRETARY OF STATE  
STATE OF IDAHO

FILED/EFFECTIVE  
00 APR 20 AM 8:54  
SECRETARY OF STATE  
STATE OF IDAHO

1. The name of the limited partnership is: YOUNGBERG FARMS, LP

2. The name and business address of the registered agent are:

VAUGHN E. YOUNGBERG; 521 DAY ROAD; WEISER, ID 83672

(not a P.O. Box)

3. The name and business address of each general partner are:

Name

Address

VAUGHN E. YOUNGBERG

521 DAY ROAD; WEISER, ID 83672

(If more space is needed, continue in item 5.)

4. Other matters (optional):

5. Signatures of all general partners:

*Vaughn E. Youngberg*

Secretary of State use only  
IDAHO SECRETARY OF STATE

04/20/2000 09:00  
CK: 8669 CT: 130054 BH: 310912

1 @ 100.00 = 100.00 LTD PTR DM # 2  
1 @ 20.00 = 20.00 EXPEDITE C # 3

L 4377

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF YOUNGBERG FARMS, L P**

The undersigned, desiring to form a limited partnership pursuant to the laws (53-208) of the State of Idaho, hereby certifies (under penalty of perjury) as follows:

1. The name of the Limited Partnership under section 53-201 of Idaho code is Youngberg Farms, L P

2. The principal place of business and the executive office where the records of the Limited Partnership are to be maintained is at: 521 Day Road, Weiser, Idaho, 83672.

3. The name and address of the agent for service of process is: Vauhgn Evem Youngberg, 521 Day Road, Weiser, ID 83672.

4. The name and business address of the General Partner of the Limited Partnership is Vaughn Evem Youngberg, 521 Day Road, ID 83672.

5. The latest date upon which the Limited Partnership is to dissolve is fifty (50) years from the date hereof, which shall be April 10, 2050.

6. The Limited Partnership is governed by a written agreement of even date, the terms of which supplement the provisions of Idaho law.

7. No Limited Partner has agreed to make any additional contributions to the Limited Partnership other than his original capital contribution.

8. There is no agreed time when the contribution of each Limited Partner is to be returned prior to the full and complete winding up and liquidation of the Partnership's business and affairs.

9. The limited partnership interests of the Limited Partners may be assigned, transferred, pledged or otherwise encumbered or conveyed, only with the prior consent of the General Partners; provided, however that in the case of a bona fide purchase offer, the limited partnership interest shall be subject to certain rights of first refusal in favor of the Partnership and the other Partners. Additional Limited Partners may be admitted only upon the written consent of all of the General and Limited

Partners. No priority is given to any Limited Partner as to contributions or as to compensation by way of income.

10. Upon the death, insanity, incapacity, bankruptcy, dissolution, resignation, or retirement of the General Partner, the Limited Partners shall have the right to continue the Limited Partnership business.

11. No Limited Partner has the right to demand and receive property other than cash in return for his contribution.

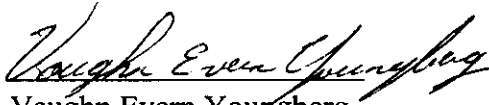
12. In addition to the forgoing, the Company will indemnify and save the organizers harmless for all acts taken by them as organizers of the Company, and will pay all costs and expenses incurred by or imposed on them, as a result of the same including compensation based on the usual charges for expenditures required of them in pursuit of the defense against any liability arising on account of acting as organizers or on the account enforcing the indemnification right under this Certificate of Limited Partnership, and the Company releases them from all liability or any such act as organizers not involving willful or gross negligent misconduct.

I certify that I am authorized to execute this certificate; to the best of my knowledge and belief the facts stated in this certificate are true.

DATED: Apr. 10, 2000 Vaughn Evern Youngberg  
April 10, 2000 Vaughn Evern Youngberg  
General Partner

STATE OF IDAHO )  
:SS:  
COUNTY OF WASHINGTON )

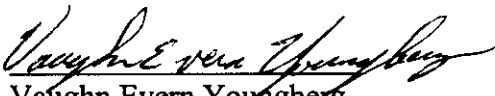
I, Vaughn Evern Youngberg, being first duly sworn upon oath, depose and say that I am the General Partner of Youngberg Farms organizer named in the forgoing Certificate of Limited Partnership, that I have read the contents of the same and that the statements contained in such Certificate of Limited Partnership are true and correct.

  
Vaughn Evern Youngberg  
Organizer

On 4-10-2006 before me personally appeared Vaughn Evern Youngberg, who being duly sworn by me upon his oath, deposed and acknowledged that he had read the contents of the foregoing Certificate of Limited Partnership and further acknowledged that the facts alleged here are true and correct.

**Acceptance of Registered Agent**

I, Vaughn Evern Youngberg, accept responsibility as resident agent in YOUNGBERG FARMS, an Idaho Limited Partnership

  
Vaughn Evern Youngberg

Witness my hand and official seal.

  
NOTARY PUBLIC

