

# State of Idaho

## Department of State.

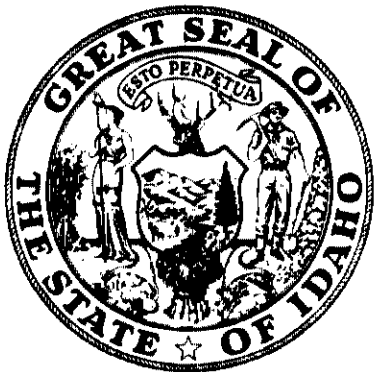
### CERTIFICATE OF REGISTRATION OF

JEROME-LINCOLN FARM ASSOCIATES

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of JEROME-LINCOLN FARM ASSOCIATES for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to JEROME-LINCOLN FARM ASSOCIATES to transact business in this State under the name JEROME-LINCOLN FARM ASSOCIATES LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application for Registration.

Dated August 5, 1982



*Pete T. Cenarrusa*

SECRETARY OF STATE

by: \_\_\_\_\_

**APPLICATION FOR REGISTRATION OF  
FOREIGN LIMITED PARTNERSHIP**

To the Secretary of State of the State of Idaho:

AUG 5 8 32 AM '82

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

1. The name of the limited partnership is JEROME-LINCOLN FARM ASSOCIATES
  
2. The name which it shall use in Idaho is JEROME-LINCOLN FARM ASSOCIATES  
Limited Partnership
  
3. It is organized under the laws of California
  
4. The date of its formation is July 20, 1982
  
5. The address of its registered or principal office in the state or country under the laws of which it is organized is 1922 The Alameda, San Jose, California 95126-1490
  
6. The name and street address of its proposed registered agent in Idaho are William R. Isham  
625 West, 300 South, Heyburn, Idaho 83336
  
7. The general character of the business it proposes to transact in Idaho is:  
To own and operate or lease a farm
  
8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
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Included in certificate of limited partnership. (attached)

<u>Fredrick J. Collins</u>	<u>&amp;</u>	
<u>Mary Jane Collins</u>	<u>Limited</u>	<u>101 Auzerais, Los Gaots, CA 95030</u>

<u>Technical Equities, Corp.</u>		
<u>A California Corp.</u>	<u>Limited</u>	<u>1922 The Alemeda, San Jose, CA 95126</u>

<u>Technical Equities, Corp.</u>		
<u>A California Corp.</u>	<u>General</u>	<u>1922 The Alemeda, San Jose, CA 95126</u>

<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

*(continued on reverse)*

8. (Continued)

Name	General or Limited	Address

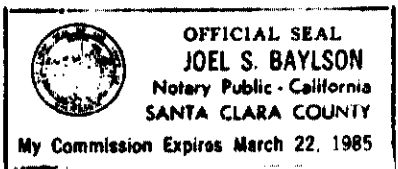
9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated July 29 19 82  
JEROME-LINCOLN FARM ASSOCIATES  
By TECHNICAL EQUITIES CORPORATION  
 By Paul A. Podrid  
PAUL A. PODRID, Assistant Vice President  
A General Partner

STATE OF California )  
 ) ss:  
 COUNTY OF Santa Clara )

I, Joel S. Baylson, a notary public, do hereby certify that on this  
29th day of July, 19 82, personally appeared  
 before me Paul A. Podrid, Asst. V.P., who being by me first duly sworn,  
 declared that he is a general partner of Jerome Lincoln Farm Associates

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.



Joel S. Baylson  
 Notary Public

7419325

FILED FOR RECORD  
AT REQUEST OF

*Kouns et al*  
JUL 21 3 40 PM '82

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
GEORGE A. MANN  
REGISTRAR RECORDER

REC. FEE	10
MICRO	17
LIEN NOT	
SMFF	

Recording Requested By:

KOUNS, MARSHALL,  
QUINLIVAN & SEVERSON

Upon Recording, Return To:

KOUNS, MARSHALL,  
QUINLIVAN & SEVERSON  
Attorneys at Law  
1922 The Alameda, Suite 310  
San Jose, CA 95126

CERTIFICATE OF LIMITED PARTNERSHIP

OF

JEROME-LINCOLN FARM ASSOCIATES

The undersigned, for purposes of forming a limited partnership pursuant to the California Uniform Limited Partnership Act, hereby execute the following Certificate of Limited Partnership:

1. The name of the Partnership is Jerome-Lincoln Farm Asscoiates.

2. The business of the Partnership shall be to acquire real property comprised of approximately 1348 acres of farmland in the Counties of Jerome and Lincoln, Idaho (the "Property"), to operate the Property as income producing real property, and to engage in and perform any and all acts and activities customary in connection with or incidental to the foregoing. The property is more particularly described in Exhibit "B" attached hereto. This specification of particular business shall not be deemed a limitation upon the general powers of the Partnership.

3. The location and principal place of business of the Partnership is 1922 The Alameda, San Jose, California 95126.

4. The name and place of residence of each member of the Partnership, together with the initial capital contribution of each partner to the Partnership capital, and the share of the profits of the Partnership or other compensation by way of income which each partner shall receive by reason of his contribution, are as shown on Exhibit A to this certificate incorporated herein by this reference.

5. The Partnership is to continue until:

A. Sixty (60) days following the retirement, removal, bankruptcy, insolvency, or incapacity of any general partner, and unless, if there is a remaining general partner or a new general partner is elected by vote of the limited partners, such general partner or general partners unanimously elect to continue the business of the Partnership;

B. Upon dissolution by the election of limited partners having 51% of the total limited partnership Units;

C. On December 31, 2022; or

D. On such other date as the Partnership may be otherwise dissolved by operation of law or judicial decree.

6. The limited partners will be required to contribute annually on the dates set forth below, his proportionate share of the sums set forth below:

A. \$330,000 on January 1, 1983

B. \$120,000 on January 1, 1984

C. \$130,000 on January 1 of each year thereafter until the Partnership is dissolved.

A limited partner's proportionate share is the percentage derived by dividing the total capital contribution of that partner as of the preceding December 31 by the sum of all capital contributions by all partners as of the same preceding December 31.

In addition, the limited partners may be required to make additional contributions to the Partnership upon the affirmative vote of limited partners owning 51% of the total limited partnership units.

7. The limited partners shall be entitled to a return of their capital contributions upon sale of substantially all of the Partnership's assets, provided the net sales proceeds are sufficient therefor, or prior thereto, only with the consent of the General Partner.

8. Units are assignable provided that:

A. Each assignor and assignee shall perform all such acts and execute and deliver to the General Partner all such documents as the General Partner may reasonably

require to preserve the limited partnership's tax status or to comply with applicable securities laws;

B. Each assignor and assignee shall provide the General Partner with an opinion of counsel acceptable to the General Partner that the proposed assignment will not violate any securities laws or jeopardize the limited partnership's tax status;

C. No assignment shall be effective until such acts and documents have been performed and delivered; and

D. Assignments at any time shall be subject to the requirements of any applicable securities laws.

9. Transfers for consideration of limited partnership Units, other than assignments of profits or rights to return of capital, are subject to a first right of refusal whereby the General Partner has an option to purchase any such Units for fifteen (15) days; and in the event the General Partner does not so purchase, the limited partners have an option to purchase such Units for an additional fifteen (15) days. In addition:

A. Such transfer shall be effective only upon the consent of the General Partner, which consent may be withheld at his sole discretion;

B. Each transferor and transferee must perform all such acts and execute and deliver to the General Partner all such documents as the General Partner may reasonably require to preserve the limited partnership tax status of the Partnership or to comply with applicable securities laws; and

C. Each transferor and transferee must provide the General Partner with an opinion of counsel acceptable to the General Partner that the proposed assignment will not violate any securities laws or jeopardize the limited partnership's tax status.

10. No limited partner shall have priority over any other limited partner as to his share of the profits or other compensation by way of income which each limited partner shall receive by reason of his contributions.

11. A limited partner shall not have the right to demand and receive property other than cash in return for his contribution.

12. Limited partners shall have the right to vote upon:

A. Dissolution of the Partnership;

- B. Sale or exchange of all or substantially all of the Partnership's assets;
- C. Removal of general partners;
- D. Amendment to the Agreement of Limited Partnership.

13. Each of the limited partners and substitute limited partners who are or become members of this Partnership designates the General Partner, Technical Equities Corporation, and any successor general partner that may be elected, his agent and attorney in fact, with full power of substitution, for the purpose of making, executing, acknowledging, amending, filing, recording, and delivering (1) any certificate of limited partnership or amendment or cancellation thereof pertaining to Jerome-Lincoln Farm Associates, a California limited partnership; (2) any deed, conveyance, quitclaim, bill of sale, deed of trust, or security agreement pertaining to Partnership property; and (3) any other instrument which is now or which may hereafter be required by law to be filed for or on behalf of the Partnership.

Dated this 21<sup>st</sup> day of JULY, 1982.

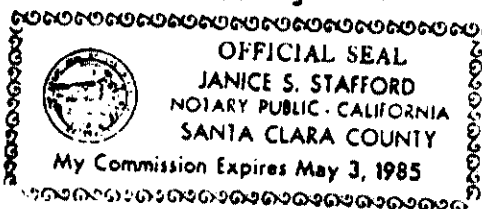
General Partner: TECHNICAL EQUITIES CORPORATION

By: [Signature]  
 Its: VICE PRES.

STATE OF CALIFORNIA )  
 COUNTY OF SANTA CLARA ) ss.

On this 21<sup>st</sup> day of JULY, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared JOEL S. BAYLSON, known to me to be the VICE PRESIDENT of the corporation that executed the within Instrument, known to me to be the person 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 by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



[Signature]  
 Notary Public  
 State of California

C E R T I F I C A T E O F L I M I T E D P A R T N E R S H I P

[Signature]  
MARY JANE COLLINS (Type or Print Name) (Signature)

Mary Jane Collins  
MARY JANE COLLINS (Type or Print Name) (Signature)

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Individual

On this \_\_\_\_\_ day of \_\_\_\_\_, 1982, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in the County of \_\_\_\_\_, the day and year in this certificate first above written.

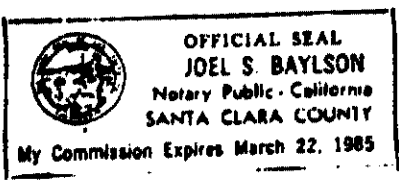
\_\_\_\_\_  
Notary Public, State of California

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SANTA CLARA )

Joint

On this 13<sup>th</sup> day of JULY, 1982, before me the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared FREDERIC J COLLINS and MARY JANE COLLINS known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in the County of SANTA CLARA, the day and year in this certificate first above written.



[Signature]  
\_\_\_\_\_  
Notary Public, State of California

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

Corporate or Trust

On this \_\_\_\_\_ day of \_\_\_\_\_, 1982, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the (corporation/trust) that executed the within instrument and acknowledged to me that he executed the same on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in the County of \_\_\_\_\_, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public, State of California



SIGNATURE PAGE FOR  
CERTIFICATE OF LIMITED PARTNERSHIP

JOEL S. BAYLSON (Signature)  
VICE-PRES (Type or Print Name)  
TECHNICAL EQUITIES CORP. (Signature)  
TECHNICAL EQUITIES CORP. (Type or Print Name)

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ ) Individual

On this \_\_\_\_\_ day of \_\_\_\_\_, 1982, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in the County of \_\_\_\_\_, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public, State of California

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF \_\_\_\_\_ ) Joint

On this \_\_\_\_\_ day of \_\_\_\_\_, 1982, before me the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

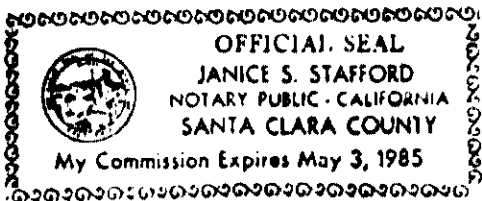
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in the County of \_\_\_\_\_, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public, State of California

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SANTA CLARA ) Corporate or Trust

On this 21st day of JULY, 1982, before me, the undersigned, a Notary Public, State of California, duly commissioned and sworn, personally appeared JOEL S. BAYLSON, known to me to be the VICE PRESIDENT of the (corporation/trust) that executed the within instrument and acknowledged to me that he executed the same on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal in the County of SANTA CLARA, the day and year in this certificate first above written.



Janice S. Stafford  
Notary Public, State of California

JEROME LINCOLN FARM ASSOCIATES

EXHIBIT A

<u>Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Limited Partnership Units</u>	<u>Profit and Loss Ratio</u>
 <u>Limited Partners</u>			
Frederick J. and Mary Jane Collins 101 Auzerais Los Gatos, CA 95030	\$ 18,000	6	5.94%
Technical Equities Corporation, a California corporation 1922 The Alameda San Jose, CA 95126	\$282,000	94	93.06%
	<hr/> \$300,000	<hr/> 100	<hr/> 99.00%
 <u>General Partner</u>			
Technical Equities Corporation, a California corporation 1922 The Alameda San Jose, CA 95126	\$ 3,030 <hr/> \$303,030		1.00% <hr/> 100.00%

JEROME-LINCOLN FARM ASSOCIATES

EXHIBIT B

JEROME COUNTY LANDS

Township 7 South, Range 17 East of the Boise Meridian

- Section 3: SW $\frac{1}{2}$ ; Lots 3 and 4
- Section 4: SE $\frac{1}{2}$ ; NW $\frac{1}{2}$ SW $\frac{1}{2}$ ; Lots 1, 2, 3 and 4
- Section 5: Lot 1; NE $\frac{1}{2}$ SE $\frac{1}{2}$
- Section 9: N $\frac{1}{2}$ NE $\frac{1}{2}$ ; N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{2}$

LINCOLN COUNTY LANDS

Township 6 South, Range 17 East of the Boise Meridian

- Section 31: Lot 7, EXCEPT the West 495 feet; the East 495 feet of the NE $\frac{1}{2}$ SE $\frac{1}{2}$
- Section 32: SW $\frac{1}{2}$ ; NW $\frac{1}{2}$ ; W $\frac{1}{2}$ NE $\frac{1}{2}$ ; W $\frac{1}{2}$ SE $\frac{1}{2}$ ; SE $\frac{1}{2}$ SE $\frac{1}{2}$

Together with a 250 HP U. S. electric motor with a Layne and Bowler turbine pump, and a 150 HP Marathon electric motor with an Aurora centrifugal pump, and a 300 HP U. S. electric motor with a Layne and Bowler turbine pump, and a 125 HP Marathon electric motor with an Aurora centrifugal pump, and a 250 HP G. E. electric motor with a Layne and Bowler turbine pump, and a 150 HP U. S. electric motor with an Aurora centrifugal pump, and a 200 HP G. E. electric motor with an Aurora turbine pump, and 16,690 feet of sizes 6 inch through 12 inch steel mainline, and 3 Pringle, electric drive, 10 tower self propelled circular systems, 1,295 feet length, 6-5/8 inch diameter, and 1 Pringle, electric drive, 11 tower self propelled circular system, 1,430 feet length, and 1 Zimmatic, electric drive, 11 tower self propelled circular system, 1,430 feet length, 1 Zimmatic, electric drive 9 tower self propelled circular system, 1,170 feet length, and any replacements thereof, all of which are hereby declared to be appurtenant thereto.