

CERTIFICATE OF LIMITED PARTNERSHIP

OF

LANGLEY FARMS LIMITED PARTNERSHIP

The undersigned, desire to form a limited partnership pursuant to the laws of the State of Idaho and being all of the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. The name of the limited partnership is Langley Farms Limited Partnership.

2. The character of the business of the partnership is as follows: farming and ranching.

3. The location of the business is 2435 N. Blackcat Road, Meridian, Idaho.

4. The name and address of the registered agent is Raymond E. Langley, 2435 N. Blackcat Road, Meridian, ID 83642.

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

General Partner:

Raymond E. Langley
2435 N. Blackcat Rd.
Meridian, ID 83642

Limited Partners:

Raymond E. Langley
2435 N. Blackcat Rd.
Meridian, ID 83642

Dean Langley
3185 N. Blackcat Rd.
Meridian, ID 83642

Stella McNealy
1900 Tendoy Drive
Boise, ID 83705

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6. There are 1,000 general partnership units having an initial value of \$100.00 per unit. There are 3,000 limited partnership units each having an initial value of \$100.00 per unit. The members of the partnership and the number of units which each partner owns are as follows:

<u>NAME</u>	<u>CONTRIBUTED PROPERTY</u>	<u>AGREED VALUE</u>	<u>NUMBER OF UNITS</u>
<u>General Partner:</u>			
Raymond E. Langley	See Exhibit "A"	\$100,000.00	1,000
<u>Limited Partners:</u>			
Raymond E. Langley	See Exhibit "A"	\$299,800.00	2,998
Dean Langley	None	100.00	1
Stella McNealy	None	100.00	1

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

8. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the another limited partner and the general partners.

9. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

(a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and the expenses of liquidation including a sales commission to the selling agent, if any;

(b) To the payment of the debts and liabilities of the Partnership to the Partners;

(c) To the setting up of any reserves which the General Partners deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership. Said reserves shall be paid over by the

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Partners to a commercial bank to be designated by the General Partners, as Escrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the Limited Partner to the extent of his/her net credit balances in his/her capital and current undistributed profits accounts;

(e) To the General Partners in equal proportions if there is not a sufficient amount to return all capital contributions to the Partners, they shall share pro rata in the losses in the same proportion;

(f) In the event of liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal work, selected by a majority of the Partnership interest and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subparagraph of this Paragraph, if such property were sold;

(g) A reasonable time as determined by the General Partners, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partners to minimize any losses attendant upon liquidation.

10. No limited partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the general partners deem it in the best interests of the partnership, a distribution may be made to the partners in kind in accordance with the provisions of the Langley Farms Limited Partnership Agreement, dated December 30, 1985. No limited partner is given priority over another limited partner as to return of contribution or income; except that, as among the limited partners, in any allocation of return of contribution or income to the limited partners, each limited partner shall share in the allocation in the proportion that his number of partnership units as a

limited partner bears to the total number of partnership units held by limited partners.

11. The partnership shall commence on December 30, 1985, and shall continue until terminated as provided in the Langley Farms Limited Partnership Agreement. The business of the partnership may be continued upon the death, retirement or insanity of a general partner if the remaining partners agree to continue the partnership.

12. Pursuant to paragraph 17 entitled "Power of Attorney" of the Langley Farms Limited Partnership Agreement, each limited partner has given the general partner the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 30th day of December, 1985.

Raymond E. Langley
Raymond E. Langley,
General Partner

SUBSCRIBED AND SWORN to before me this 30th day of December, 1985.

(SEAL)

Edward D. Ahrens
Notary Public for Idaho
Commission expires: lifetime

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PARCEL 1:

Beginning at the quarter section corner on the North boundary of Section 9, Township 3 North, Range 1 West of the Boise Meridian, in Ada County, Idaho; thence South along the North and South center line of said Section 9, 1333 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 9; thence East along the South boundary of said NW1/4 of the NE1/4 of said Section 9, 658.7 feet; thence North 0°10' West along the agreed division fence 1333 feet to a point on the North boundary of Section 9; thence West 654.7 feet to the place of beginning, together with all water, water rights, ditch and canal rights belonging thereto or used in connection therewith.

PARCEL 2:

The NE1/4 of the NW1/4 of Section 9, Township 3 North, Range 1 West Boise Meridian, Ada County, Idaho.

PARCEL 3:

The NW1/4 of the NW1/4 of Section 9, Township 3 North, Range 1 West, B.M., Ada County, Idaho, LESS THE FOLLOWING PARCEL OF LAND: A parcel of land in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 9, Township 3 North, Range 1 West Boise Meridian in Ada County, Idaho, being 9.717 acres in the northeast corner of said NW1/4NW1/4 of Section 9 which parcel is more particularly described as follows: Beginning at a point on the section line common to sections 4 and 9 in said T3N, R1W, which point is North 89°53' East 690.3 feet from the northwest corner of said section 9; thence continuing North 89°53' East along the section line 641.0 feet; thence South 0°27' East 658.35 feet to a steel stake; thence South 89°29' West 640.45 feet to a steel stake;

EXHIBIT "A"

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thence North 0°30' West 662.75 feet to the point of beginning.

PARCEL 4:

Lot 1, the Southeast Quarter of the Northeast Quarter, and the East 11/16th of the Southwest Quarter of the Northeast Quarter of Section 4, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho, EXCEPTING THEREFROM: A tract of land situated in the Northeast Quarter of Section 4, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows: Beginning at the Northeast Corner of Section 4, common to Sections 33, 34 and 3 and 4, Township 3 North, Range 1 West, Boise Meridian, thence South 160.00 feet to a point being the REAL POINT OF BEGINNING; thence N 89°56'20" W a distance of 290.40 feet; thence South a distance of 150.00 feet; thence S 89°56'20" E a distance of 290.40 feet; thence North a distance of 150.00 feet to the REAL POINT OF BEGINNING.

AND FURTHER EXCEPTING: A parcel located in the SE1/4 of the NE1/4 Section 4, Township 3 North, Range 1 West more particularly as follows: Commencing at the SE corner of the SE1/4 of the NE1/4 of said section; thence North a distance of 263 feet along the South boundary of said SE1/4 of the NE1/4 of said section; thence North a distance of 675 feet parallel to the North boundary line of said section; thence Southeasterly in a straight line to a point which is 243 feet West of the SE corner of the SE1/4 of the NE1/4 on the Southerly boundary line of said SE1/4 of the NE1/4; thence 243 feet along said South boundary line of the SE1/4 of the NE1/4 to the point of beginning.