

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MATOS DAIRY, A LIMITED PARTNERSHIP

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

1. Name. The name of the limited partnership is MATOS DAIRY, A LIMITED PARTNERSHIP.

2. Business. The character of the business of the partnership is dairy farming and ranching.

3. Name and Address of Registered Agent. The name and address of the registered agent of the limited partnership is AGNELO MATOS, Route 2, Box 86A, Buhl, Idaho 83316. The principal place of business of the limited partnership is Matos Dairy, A Limited Partnership, Route 2, Box 86A, Buhl, Idaho 83316.

4. The Name and Business Address of Each Partner. The general partners are:

Agnelo Matos and Helen Matos
Route 2, Box 86A
Buhl, ID 83316

The limited partners are:

Hernani de Matos and Maria de Matos
1831 Main Street
Santa Clara, CA 95050

Antonio Augusto and Maria T. Augusto
5829 Harrison
Chino, CA 91710

5. Contributions by Partners:

General Partners:

Agnelo and Helen Matos - \$15,000 cash
8,000 equity in cows
2,000 equity in pickup
and trailer

\$25,000 TOTAL

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1 Limited Partners:

2 Antonio and Maria T. Augusto - \$25,000 cash

3 Hernani and Maria de Matos - \$25,000 cash

4 6. Additional Contribution by Partners: None of the
5 general partners or the limited partners are required to make any
6 additional contributions to the partnership.

7 7. Power of Limited Partner to Assign Any Part of
8 Partnership Interest. No limited partner may assign, pledge or
9 apothecate or in any manner transfer his interest in the
10 partnership without the written consent of all partners.

11 8. Time at Which or the Events on the Happening of
12 Which a Partner May Terminate his Membership in the Limited
13 Partnership. The partnership continues until September 30, 1987,
14 unless terminated sooner by unanimous agreement of all partners or
15 the death of Agnelo Matos. Upon termination of the partnership the
16 assets will be liquidated, the partnership creditors paid, and the
17 partners will be paid their share of undrawn profits and their
18 respective contributions to the capital of the partnership.

19 9. Right of Partners to Receive Distribution of Property.
20 No partner shall have the right to receive any distribution of
21 property or cash of the partnership. Earned profits may be paid to
22 the partners only upon the consent of the general partners or upon
23 termination.

24 10. Right to Receive Partner's Contribution. The
25 original contribution of the partners will be paid to them only
26 upon termination of the partnership.

27 11. Events Upon Which the Limited Partnership is to be
28 Dissolved and its Affairs Wound up. The limited partnership will
be dissolved only upon the death of Agnelo Matos or upon the
termination of the limited partnership as provided by the
partnership agreement which terminates on the 30th day of
September, 1987.

12 12. Right of Remaining General Partner to Continue
13 Business on Death of General Partner. Agnelo Matos may continue
14 limited partnership on death of Helen Matos.

15 13. Other Matters. The business of the partnership may
16 be continued upon the death, retirement, or incapacity of the
17 general partner.

18 IN WITNESS WHEREOF this Certificate is signed and sworn
19 to this 30th day of December, 1982.

20 GENERAL PARTNERS:

21 Agnelo Matos
22 AGNELO MATOS

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Helen Matos
HELEN MATOS

LIMITED PARTNERS:

HERNANI DE MATOS; MARIA DE MATOS;
ANTONIO AUGUSTO; MARIA T. AUGUSTO

By Agnele Matos
AGNELO MATOS, as their attorney-
in-fact

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 30th day of December, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AGNELO MATOS and HELEN MATOS, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Allen Gannon
Notary Public for State of Idaho
Residing at Buhl

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 30th day of December, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared AGNELO MATOS, known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-fact for the Limited Partners, HERNANI DE MATOS; MARIA DE MATOS; ANTONIO AUGUSTO; MARIA T. AUGUSTO, and acknowledged to me that he executed the same as their Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Allen Gannon
Notary Public for State of Idaho
Residing at Buhl