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RECORDED  
SECTION 115

**CERTIFICATE OF LIMITED PARTNERSHIP**

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**ABERDEEN STORAGE LIMITED PARTNERSHIP**

STATE OF IDAHO            )  
                              ) ss.  
County of Ada             )

The undersigned, desiring to form a Limited Partnership in accordance with Section 53-201, et seq. of the Idaho Code, certify as follows:

1. The name of the partnership is:

**ABERDEEN STORAGE LIMITED PARTNERSHIP**

2. The purpose of the partnership is to hold, manage, and operate frozen potato and vegetable storage at Aberdeen, Idaho.

3. The partnership's registered agent for service of process will be Ronald N. Graves, 999 Main Street, Suite 1300, Boise, Idaho 83702.

4. The name and business address of the general partner interested in the partnership is as follows:

**Name**

**Place of Business**

**Simplot Financial Corporation**

999 Main Street  
Suite 1300  
Boise, Idaho 83702

The name and business address of each limited partner in the partnership is as follows:

<u>Name</u>	<u>Place of Business</u>
Richard R. Simplot	999 Main Street Suite 1300 Boise, Idaho 83702
Don J. Simplot	999 Main Street Suite 1300 Boise, Idaho 83702
Gay Simplot Otter	999 Main Street Suite 1300 Boise, Idaho 83702
Kristin H. Simplot	999 Main Street Suite 1300 Boise, Idaho 83702
Jill E. Simplot	999 Main Street Suite 1300 Boise, Idaho 83702

5. The amount of cash contributed by each partner is:

General Partner

Simplot Financial Corporation	\$ 200.00
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Limited Partners

Richard R. Simplot	\$2,450.00
Don J. Simplot	\$2,450.00
Gay Simplot Otter	\$2,450.00
Kristin H. Simplot	\$1,225.00
Jill E. Simplot	\$1,225.00

6. No additional contributions shall be required of any partner. However, the general partner in its discretion may request the limited partners to make additional contributions, and the limited partners may at their option make the requested contributions. If the limited partner fails to make the voluntary contribution, his or its share of profit and loss may be reduced.

7. A limited partner may only substitute an assignee of all or a part of his partnership interest with the permission of the general partner; except a limited partner may substitute an assignee of all or a part of his partnership interest without the general partner's permission if the assignee is his spouse, a lineal descendant, a controlled corporate entity or a trust or partnership of which he, his spouse or lineal descendants are sole beneficiaries or owners.

8. A partner may withdraw from the partnership at anytime and at his sole discretion. Upon such withdrawal the remaining partners have a right to purchase the withdrawing partner's interest; if they do not purchase the withdrawing partner's interest, the withdrawing partner shall be entitled to a distribution in full termination of his interest. In the event of such termination, the partner shall receive its profit and loss percentage of the value of

the partnership, plus the balance of his capital account. The profit and loss percentage of each partner shall be determined upon the basis of that partner's pro rata share of the total of all partners' capital accounts.

9. The partners may demand and receive cash and property other than cash in return for their contribution.

10. The general partner may make distributions of the profits of the limited partnership and may make distributions of the partner's contributions.

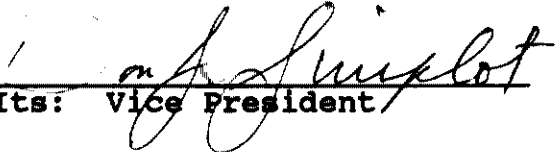
11. The term for which the partnership is to exist is from September 1, 1990, and shall continue until August 31, 2005 unless early terminated by one month's notice in writing from a partner desiring to withdraw from the partnership. In the event of bankruptcy or dissolution of the sole general partner, the partnership shall cease to continue business, unless another general partner is appointed by a unanimous vote of the limited partners.

12. In the event of there being more than one general partner, there shall not be a right for any remaining general partner to continue the business upon the withdrawal or bankruptcy of any other general partner.

DATED: September 30, 1990.

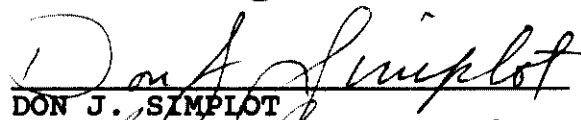
**GENERAL PARTNER**

**SIMPLOT FINANCIAL CORPORATION**

By   
Its: Vice President

**LIMITED PARTNERS**

  
RICHARD R. SIMPLOT

  
DON J. SIMPLOT

  
GAY SIMPLOT OTTER

  
KRISTIN H. SIMPLOT

  
JILL E. SIMPLOT

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 28th day of September, 1990, before me, a Notary Public in and for said State, personally appeared Don J. Simplot known to me to be the Vice President of **SIMPLOT FINANCIAL CORPORATION**, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

Kellie Eas  
NOTARY PUBLIC FOR IDAHO  
Residing at: Bose, Idaho  
My Commission Expires: 12-13-92

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 28th day of September, 1990, before me, a Notary Public in and for said State, personally appeared **RICHARD R. SIMPLOT** known to me to be the individual that executed the within 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 in this certificate first above written.

Kellie Eas  
NOTARY PUBLIC FOR IDAHO  
Residing at: Bose, Idaho  
My Commission Expires: 12-13-92

STATE OF IDAHO )  
County of Ada ) ss.

On this 28th day of September, 1990, before me, a Notary Public in and for said State, personally appeared **DON J. SIMPLOT**, known to me to be the individual that executed the within 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 in this certificate first above written.

Kelline Eason  
NOTARY PUBLIC FOR IDAHO  
Residing at: Boise Idaho  
My Commission Expires: 10-13-92

STATE OF IDAHO )  
County of Ada ) ss.

On this 30th day of September, 1990, before me, a Notary Public in and for said State, personally appeared **GAY SIMPLOT OTTER** known to me to be the individual that executed the within 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 in this certificate first above written.

Kelline Eason  
NOTARY PUBLIC FOR IDAHO  
Residing at: Boise Idaho  
My Commission Expires: 10-13-92

STATE OF IDAHO )  
County of Ada ) ss.

On this 10th day of September, 1990, before me, a Notary Public in and for said State, personally appeared **KRISTIN H. SIMPLOT** known to me to be the individual that executed the within 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 in this certificate first above written.

Kellie E. [Signature]  
NOTARY PUBLIC FOR IDAHO  
Residing at: Boise, Idaho  
My Commission Expires: 10-13-92

STATE OF IDAHO )  
County of Ada ) ss.

On this 10th day of September, 1990, before me, a Notary Public in and for said State, personally appeared **JILL E. SIMPLOT** known to me to be the individual that executed the within 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 in this certificate first above written.

Kellie E. [Signature]  
NOTARY PUBLIC FOR IDAHO  
Residing at: Boise, Idaho  
My Commission Expires: 10-13-92

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