

CERTIFICATE OF LIMITED PARTNERSHIP  
OF

WATTS FAMILY LIMITED PARTNERSHIP

APR 17 11 45 AM '86  
DEPARTMENT OF STATE

The undersigned, having formed 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  
WATTS FAMILY LIMITED PARTNERSHIP.

2. Business. The character of the business of the partnership is FARMING AND RANCHING.

3. Principal Place of Business. The location of the principal place of business of the partnership shall be at KENDRICK, IDAHO, or at such other place as may from time to time be designated by the general partners.

4. Names, Addresses and Designations of Partners.  
The general partners are: M. ARLENE WATTS

917 E. 7th  
Moscow, Idaho 83843

ROBERT EDWARD WATTS  
Kendrick, Idaho 83537

The limited partners are: M. ARLENE WATTS

917 E. 7th  
Moscow, Idaho 83843

ROBERT EDWARD WATTS  
Kendrick, Idaho 83537

BETTY MARGARET (BARBER) WATTS  
Kendrick, Idaho 83537

PATTI ARLENE SILFLOW  
Kendrick, Idaho 83537

DALE M. SILFLOW  
Kendrick, Idaho 83537

JANE ANNE WEISS  
2913 Via Petita  
Carlsbad, California 92008

LINDA KAYE NEWBERRY  
715 Camas  
Moscow, Idaho 83843

SUE ELLEN ESCHEN  
524 N. Lincoln  
Moscow, Idaho 83843

5. Term. The partnership shall commence on the date on which this certificate is filed. It shall continue until terminated as provided in the Limited Partnership Agreement of the WATTS FAMILY LIMITED PARTNERSHIP dated on the 31st day of July, 1981.

6. Contributions by Limited Partners:

M. ARLENE WATTS	\$191,401.79
ROBERT EDWARD WATTS	70,000.00
BETTY MARGARET WATTS	75,000.00
PATTI ARLENE SILFLOW	75,000.00
DALE M. SILFLOW	75,000.00
JANE ANNE WEISS	50,000.00
LINDA KAYE NEWBERRY	50,000.00
SUE ELLEN ESCHEN	50,000.00

7. Additional Contributions by Limited Partners. The limited partners are not required to make any additional contributions to the partnership.

8. Return of Contributions of Limited Partners. The time when the contributions of each limited partner is to be returned is upon termination and dissolution of the partnership.

9. Limited Partner's Share in Income. The net profits or net losses as determined for federal income tax purposes shall be credited or charged to the general and limited partners in proportion to the interests of the general and limited partners in the manner set out in the partnership agreement with Class A Limited Partnership interests receiving a 100% cumulative return before Class B and General Partners receive any distribution and Class A interests receiving a return of original investment and Class B limited interests and general partners sharing in appreciation and depreciation in the capital originally contributed to the partnership

10. Substitution of Limited Partners. Any limited partner may assign all or part of his or her interest in the partnership to his or her immediate family without consent pursuant to paragraph 15(d) of the agreement or to any other person in compliance with paragraph 15(a), (b) and (c) of the agreement, and such other person may thereafter become a substituted limited partner with respect to the assigned interest subject to (a) the assignment instrument being in form and substance satisfactory to the general partners, (b) acceptance and adoption in writing by the assignee of all of the terms and provisions of the agreement then in effect,

(c) the consent of the general partners, (d) the execution and delivery to the general partners of such documents and the taking of such other action as the general partners shall reasonably deem necessary or advisable to cause such assignee to become a substituted limited partner and (e) the payment by such assignee of all reasonable expenses required by the general partners to be paid in connection therewith and generally meeting the requirements of paragraph 15(f) of the agreement.

11. Admission of Additional Limited Partners. Except as provided in paragraph 15, the partners have no right to admit additional limited partners.

12. Priorities Among Limited Partners. Class A limited partners have a priority set out in the agreement.

13. Continuation of Business. The business of the partnership may be continued upon the death, retirement or incapacity of a general partner.

14. Right to Receive Property Other Than Cash. 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, they may distribute assets of the partnership to the partners in kind in accordance with the provisions of paragraph 17 of the agreement.

15. Designation of Registered Agent. The name and address of the registered agent of the partnership is:

M. ARLENE WATTS  
917 E. 7th  
Moscow, Idaho 83843

IN WITNESS WHEREOF, the certificate is signed and sworn to this \_\_\_\_\_ day of February, 1986.

GENERAL PARTNERS:

  
ROBERT EDWART WATTS  
General & Ltd. Partner

  
PATTI ARLENE SILFLOW

  
JANE ANNE WEISS

  
M. ARLENE WATTS  
General and Ltd. Partner

  
DALE M. SILFLOW

  
LYNDA KAY NEWBERRY

Sue Ellen Eschen  
SUE ELLEN ESCHEN

Betty Margaret Watts  
BETTY MARGARET (BARBER) WATTS

STATE OF IDAHO

County of

)  
) ss.  
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On this the 21<sup>st</sup> day of March, 1986, before me, the undersigned, a Notary Public in and for the said State, personally appeared M. ARLENE WATTS who is personally known to me and acknowledged that she executed the above instrument as her free and voluntary act.

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

Philip S. Peterson  
Notary Public, State of Idaho