

DEC 28 9 15 AM '83
SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF IDAHO)
 : ss.
County of Oneida)

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho, certify as follows:

1. The name of the partnership is DAVIS FARM LIMITED PARTNERSHIP.
2. The purpose of the partnership is to carry on, in the State of Idaho, the business of agriculture including but not limited to the raising and marketing of cattle and livestock and the growing and marketing of grain and other agriculture products.
3. The principal place of business of the partnership is at Rt. 1, Box 169, Malad City, Oneida County, State of Idaho, with farms located in both Oneida County and Bannock County, State of Idaho.
4. The name and address of the registered agent for service of process as per Idaho Code Section 53-204 is:

GARY T. DAVIS	180 Bannock Street
	Malad City, Idaho 83252
5. The name and place of each general partner interested in

the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
GARY T. DAVIS	180 Bannock Street Malad City, Idaho 83252

The name and place of residence of each limited partner in the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
HANNAH A. DAVIS FAMILY TRUST, Gary T. Davis, Trustee	Rt. 1, Box 169 Malad City, Idaho 83252
BRENT A. DAVIS	1084 King Richard Las Vegas, Nevada 89119

6. The term for which the partnership is to exist is for twenty five years commencing upon January 1, 1989, and shall continue until July 1, 2014, unless sooner terminated by the parties.

7. The amount of cash and description and agreed value of the other property contributed by each limited partner are set forth in the attached Schedule "A" attached hereto and incorporated by reference.

8. No additional calls for additional contributions for capital are contemplated and shall only be made in good faith and

as reasonably necessary for carrying out the partnership business.

9. Assignment of a partnership interest may be so conveyed upon 30 days notice to the other partners and only to a member of the partner's immediate family and furthermore, is not transferable or assignable to any person outside the members and lineal decedents of the Samuel J. Davis family.

10. The partnership will be terminated only upon the death, incapacity or retirement of the general partner. Upon termination the assets will be liquidated and distributed, after the payment of all debts, to the partners in respect of their share of undrawn profits, then to all partners in respect of their capital contributions. Property contributions at the option of the respective partners may be redeemed in kind.

11. Individual capital accounts with respect to a partner's share of profits shall be maintained. A partner may withdraw all or any part of the credit balance in his drawing account up to a minimum balance of \$2,000.00.

12. Without the consent of all partners, the general partner has no right to make distributions to a partner which includes a return of any part of the partner's capital contribution.

13. The partnership shall be dissolved and its affairs wound up upon the death, incapacity or retirement of the general partner.

14. Upon the death, incapacity or retirement of the general partner, the remaining partners may agree to continue the partnership upon satisfaction of certain conditions contained in the partnership agreement.

IN WITNESS WHEREOF the partners have subscribed their names this 28th day of December, 1989.

Gary T. Davis
GARY T. DAVIS
General Partner

HANNAH A. DAVIS FAMILY
LIVING TRUST, By:

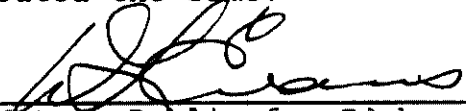
Hannah A. Davis
HANNAH A. DAVIS
"Settlor"

Brent A. Davis
BRENT A. DAVIS

Gary T. Davis
GARY T. DAVIS, Trustee of
the HANNAH A. DAVIS FAMILY
LIVING TRUST

STATE OF IDAHO)
 : ss.
County of Oneida)

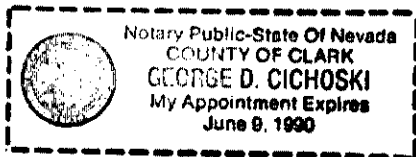
On this 28th day of December, 1989, before me a notary public in and for said State, personally appeared GARY T. DAVIS, known to be the Trustee of the Hannah A. Davis Family Living Trust and GARY T. DAVIS, individually, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

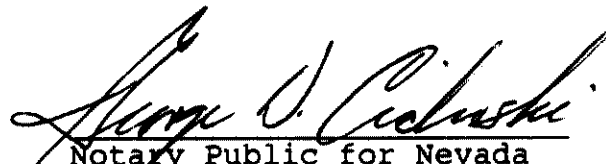


Notary Public for Idaho
Residing at Malad City
My Commission expires: 6/26/93

STATE OF NEVADA)
 : ss.
County of)

On this 25 day of December, 1989, before me a notary public in and for said State, personally appeared BRENT A. DAVIS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.





Notary Public for Nevada
Residing at
My Commission expires: 6-9-90

SCHEDULE "A"

DAVIS FARM LIMITED PARTNERSHIP

Summary of Capital Contributions

1. HANNAH A. DAVIS FAMILY LIVING TRUST, Gary T. Davis, Trustee

a. Equipment	\$77,137.50
b. Cattle Permits	-0-
c. Livestock	-0-
d. Real Property	299,845.00

TOTAL \$376,982.50

2. BRENT A. DAVIS

a. Equipment	\$77,137.50
b. Cattle Permits	22,075.00
c. Livestock	64,175.00
d. Real Property	149,922.50

TOTAL \$313,310.00

3. GARY T. DAVIS

a. Equipment	\$77,137.50
(Gary's own)	7,900.00
b. Cattle Permits	22,075.00
(Gary's own)	8,750.00
c. Livestock	64,175.00
(Gary's own)	19,950.00
d. Real Property	149,922.50
(Gary's Own)	43,669.25

TOTAL \$393,579.25