

CERTIFICATE OF LIMITED PARTNERSHIP

LUSK FARMS LIMITED PARTNERSHIP

The undersigned, having formed a limited partnership under the Idaho Limited Partnership Act, hereby make and sign the following certificate for that purpose:

1. The partnership name is Lusk Farms Limited Partnership.
2. The general character of the partnership is farming
3. The name and address of the Registered Agent for service of process is David W. Lusk, Arbon, Idaho.
4. The names and business addresses of the general and limited partners are:

GENERAL PARTNERS

David W. Lusk
Arbon, Idaho

Bette A. Lusk
Arbon, Idaho

David N. Lusk
Arbon, Idaho

LIMITED PARTNERS

Stephen T. Lusk
Arbon, Idaho

Susan K. Whiteley
Shelley, Idaho

5. A description of the type and value of the properties contributed by each partner are attached hereto as Exhibits "A" and "B".

6. Additional contributions to capital and withdrawals from capital may be made by any partner subject to the approval of a majority in number of the partners.

7. A limited partner may assign his limited partnership interest subject, however, to limitations set forth in the agreement which are consistent with Idaho Code Section 53-240.

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8. The partners have not entered into an express agreement as to the time or events by which a partner may terminate his membership in the partnership; however, the agreement does provide as follows:

(a) The assignee of a General Partner may be a general partner if all other general partners consent.

(b) The assignee of a General Partner may be a limited partner if so provided by the assignor.

(c) A Limited Partner may transfer his partnership interest, subject, however, to a right of first refusal in favor of the other partners.

(d) The assignee of a Limited Partner may be admitted as a Limited Partner only upon the consent of all members of the partnership.

(e) The death, insanity or disability of a General Partner shall terminate the partnership unless the remaining General Partners give notice of intention to the other Limited Partners to continue the partnership.

(f) The death, insanity or disability of a Limited Partner shall not terminate the partnership.

(g) The general partner may at any time cause the dissolution and liquidation of the partnership.

9. No partner has a specific right to receive distributions of property, including cash, from the limited partnership; however, the earnings of the partnership shall be distributed regularly unless retained for reasonable partnership needs.

10. No partner has a right to receive distributions which include a return of all or any part of a partner's contribution; however, the General Partners may at any time dissolve and liquidate the partnership and make distributions accordingly.

11. The limited partnership may be dissolved and its affairs wound up upon the death, insanity or disability of a general partner unless the remaining general partners give notice of intention to the other limited partners to continue the partnership. Further the general partner may at any time cause the dissolution, winding up and liquidation of the partnership.

DATED:

GENERAL PARTNERS

David W. Lusk
David W. Lusk

Bette A. Lusk
Bette A. Lusk

David N. Lusk
David N. Lusk

LIMITED PARTNERS

Stephen T. Lusk
Stephen T. Lusk

Susan K. Whiteley
Susan K. Whiteley

STATE OF IDAHO)
 :SS
COUNTY OF BANNOCK)

On this 16th day of March, 1989, before me, the undersigned Notary Public, in and for said State, personally appeared David W. Lusk, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)

Kerrin W. Neibam
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 3-8-95
Residing at Pocatello, Idaho

STATE OF IDAHO)
 :SS
COUNTY OF BANNOCK)

On this 16th day of March, 1989, before me, the undersigned Notary Public, in and for said State, personally appeared Bette A. Lusk, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(SEAL)

Kevin W. Neibaur
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 3-8-95
Residing at Pocatello, Idaho

STATE OF IDAHO)
 :SS
COUNTY OF BANNOCK)

On this 16th day of March, 1989, before me, the undersigned Notary Public, in and for said State, personally appeared David N. Lusk, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)

Kevin W. Neibaur
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 3-8-95
Residing at Pocatello, Idaho

STATE OF IDAHO)
 :SS
COUNTY OF BANNOCK)

On this 21st day of March, 1989, before me, the undersigned Notary Public, in and for said State, personally appeared Stephen T. Lusk, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

(SEAL)

Kevin Neibam
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 3-8-95
Residing at Pocatello, Idaho

STATE OF IDAHO)
 :SS
COUNTY OF BANNOCK)

On this 21st day of March, 1989, before me, the undersigned Notary Public, in and for said State, personally appeared Susan K. Whiteley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)

Kevin Neibam
NOTARY PUBLIC - STATE OF IDAHO
My Commission expires: 3-8-95
Residing at Pocatello, Idaho

EXHIBIT "A"

Contributed Capital

Farm operation including real estate in Power County, Idaho
valued at \$400,000, contributed in the following percentages:

David W. Lusk	\$124,000
Bette A. Lusk	124,000
David N. Lusk	56,000
Stephen T. Lusk	48,000
Susan K. Whiteley	48,000
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Total	\$400,000