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SEC. OF STATE

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
BARTON FAMILY LIMITED PARTNERSHIP**

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

1. The name of the limited partnership is Barton Family Limited Partnership.

2. The character of the business of the partnership is as follows: farming and ranching.

3. The location of the business is Rt. 2, Box 5760, Twin Falls, Idaho 83301.

4. The name and address of the registered agent is Robert LaVelle Barton, Rt. 2, Box 5760, Twin Falls, Idaho 83301.

5. The names and address of the general and limited partners are as follows:

General Partner:

Robert LaVelle Barton
Route 2, Box 5760
Twin Falls, Idaho 83301

Limited Partners:

Robert LaVelle Barton
Route 2, Box 5760
Twin Falls, Idaho 83301

Robert Lyle Barton
Route 2, Box 5760
Twin Falls, Idaho 83301

Paul T. Smith as
custodian for
Patrick Kelly Barton
P.O. Box 1882
Twin Falls, Idaho 83303

Paul T. Smith as
custodian for
Melanie Marie Barton
P.O. Box 1882
Twin Falls, Idaho 83303

Paul T. Smith as
custodian for
Heather Noel Knoblich
P.O. Box 1882
Twin Falls, Idaho 83303

Paul T. Smith as
custodian for
Jeffrey Dale Knoblich
P.O. Box 1882
Twin Falls, Idaho 83303

6. There are 670 general partnership units having an initial value of \$100.00 per unit. There are 5,500 limited partnership units each having an initial value of \$100.00 per unit. The members of the partnership and the number of units which each partner owns are as follows:

<u>NAME</u>	<u>CONTRIBUTED PROPERTY</u>	<u>AGREED VALUE</u>	<u>NUMBER OF UNITS</u>
General Partner			
Robert LaVelle Barton	See Exhibit A	\$ 67,000.00	670
Limited Partners			
Robert LaVelle Barton	See Exhibit A	\$549,600.00	5,495
Robert Lyle Barton	None	\$ 100.00	1
Paul T. Smith as custodian for Patrick Kelly Barton	None	\$ 100.00	1
Paul T. Smith as custodian for Melanie Marie Barton	None	\$ 100.00	1
Paul T. Smith as custodian for Heather Noel Knoblich	None	\$ 100.00	1
Paul T. Smith as custodian for Jeffrey Dale Knoblich	None	\$ 100.00	1

7. The limited partner is not required to make any additional contributions to the partnership.

8. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the other limited partner and the general partners.

9. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

(a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and the expenses of liquidation including a sales commission to the selling agent, if any;

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(b) To the payment of the debts and liabilities of the Partnership to the Partners;

(c) To the setting up of any reserves which the General Partner deems necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. Said reserves shall be paid over by the General Partner to a commercial bank to be designated by the General Partner, as Escrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partner shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the General Partner and Limited Partners to the extent of their net credit balances in their capital and current undistributed profits accounts;

(e) To the General Partner and Limited Partners in the ratio that each Partner's number of capital Units, whether General or Limited, bears to the aggregate Units of General and Limited. If there is not a sufficient amount to return all capital contributions to the Partners, they shall share pro rata in the losses in the same proportion as set forth in Paragraph 12;

(f) In the event of liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal work, selected by a majority of the Partnership interests and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subparagraph of this Paragraph, if such property were sold;

(g) A reasonable time as determined by the General Partner, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partner to minimize any losses attendant upon liquidation.

10. 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, a distribution may be made to the partners in kind in accordance with the provisions of the Barton Family Limited Partnership Agreement. No limited partner is given priority over another limited partner as to return of contribution or income; except that, as among the limited partners, in any allocation of return of contribution or income to the

limited partners, each limited partner shall share in the allocation in the proportion that his number of partnership units as a limited partner bears to the total number of partnership units held by limited partners.

11. The partnership shall commence on ~~December 31, 1990~~ and shall continue until terminated as provided in the Limited Partnership Agreement. The business of the partnership may be continued upon the death, retirement or insanity of a general partner if the remaining partners agree to continue the partnership.

12. Pursuant to paragraph 17 entitled "Power of Attorney" of the Limited Partnership Agreement, each limited partner has given each general partner and each general partner has given the other general partners the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 1st day of November, 1990.

Robt L. Barton
Robert LaVelle Barton
General Partner

SUBSCRIBED AND SWORN to before me this 1st day of November, 1990.

(SEAL)

Edward W. Ahrens
Notary Public for Idaho
Commission expires: October 11, 1993

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