

AMENDED

CERTIFICATE OF LIMITED PARTNERSHIP

DEC 11 8 47 AM '53

OF

SKY VIEW LIMITED PARTNERSHIP

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 Sky View Limited Partnership.

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

3. The location of the business is Route #4, Nampa, Idaho.

4. The name and address of the registered agent is Dwayne Skogsberg, Route #4, Nampa, Idaho 83651.

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

General Partners:

Dwayne Skogsberg  
Route #4  
Nampa, Idaho 83651

Laurene Skogsberg  
Route #4  
Nampa, Idaho 83651

Limited Partners

Dwayne Skogsberg  
Route #4  
Nampa, Idaho 83651

Laurene Skogsberg  
Route #4  
Nampa, Idaho 83651

Kylene Skogsberg  
Route #4  
Nampa, Idaho 83651

Kristine Skogsberg  
Route #4  
Nampa, Idaho 83651

Korinne Sword  
Route #4  
Nampa, Idaho 83651

Karaly Skogsberg  
Route #4  
Nampa, Idaho 83651

Katie Skogsberg  
Route #4  
Nampa, Idaho 83651

6. There are 3,000 general partnership units having an initial value of \$100.00 per unit. There are 4,000 Class A limited partnership units and 7,000 Class B limited partnership units each having a 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>
<u>General Partners</u>			
Dwayne Skogsberg & Laurene Skogsberg husband & wife	See Exhibit "A"	\$300,000.00	3,000
<u>Class A Limited Partners</u>			
Dwayne Skogsberg & Laurene Skogsberg, husband & wife	See Exhibit "A"	\$400,000.00	4,000
<u>Class B Limited Partners</u>			
Dwayne Skogsberg & Laurene Skogsberg, husband & wife	See Exhibit "A"	\$430,000.00	4,300
Kylene Skogsberg	See Exhibit "A"	54,000.00	540
Kristine Skogsberg	See Exhibit "A"	54,000.00	540
Korinne Sword	See Exhibit "A"	54,000.00	540
Karaly Skogsberg	See Exhibit "A"	54,000.00	540
Katie Skogsberg	See Exhibit "A"	54,000.00	540

7. A 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 partners 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;

(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 Partners deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership. Said reserves shall be paid over by the Partners to a commercial bank to be designated by the General Partners, 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 Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the Class A limited partner to the extent of his/her net credit balances in his/her capital and current undistributed profits accounts;

(e) To the Class B limited partner to the extent of his/her net credit balances in his/her capital and current undistributed profits account;

(f) To the General Partner in equal proportions 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;

(g) 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 interest 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;

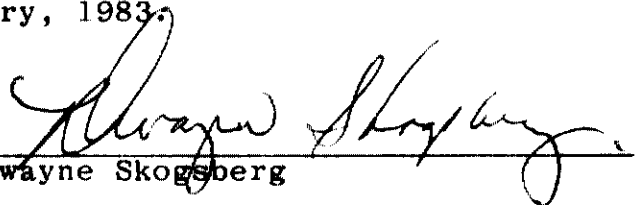
(h) A reasonable time as determined by the General Partners, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partners to minimize any losses attendant upon liquidation.

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 Sky View Limited Partnership Agreement, dated December 31, 1982. 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, 1982, at 5:00 P.M., and shall continue until terminated as provided in the Sky View Limited Partnership Agreement, dated December 31, 1982. 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 18 entitled "Power of Attorney" of the Sky View Limited Partnership Agreement, each limited partner has given each general partner the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 14TH day of January, 1983.

  
Dwayne Skogsberg

  
Laurene Skogsberg

General Partners

SUBSCRIBED AND SWORN to before me this 14TH day of January, 1983.

  
Notary Public for Idaho

(Seal\_

**PARCEL I**

Section 2 Township 1 N Range 3 West, Boise Meridian, Canyon County, Idaho Lots 1 and 2; S $\frac{1}{2}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Less a portion of the NE $\frac{1}{4}$  SE $\frac{1}{4}$ , Section 2, Township 1 North, Range 3 West, Boise, Meridian, Canyon County, Idaho, more particularly described by metes and bounds as follows:

Commencing at the SE corner of Section 2, T 1 N, R 3 W, B.M., Canyon County, Idaho and running N. 0 degrees 10'00" E, 1353.86 feet along the Easterly boundary of said Section 2 to the TRUE POINT OF BEGINNING; thence continuing N. 0 degrees 10'00" E. 735.86 feet along said Easterly boundary of Section 2 to a point; thence at right angles and bearing N. 89 degrees 50' 00" W. 569.00 feet to a point; thence at right angles and bearing N. 0 degrees 10' 00" E. 115.00 feet along a line parallel to and 569.00 feet Westerly from the said Easterly boundary of Section 2 to a point; thence at right angles and bearing N. 89 degrees 50' 00" W. 20.00 feet to a point; thence at right angles and bearing S. 0 degrees 10' 00" W. 850.86 feet along a line parallel to and 589.00 feet Westerly from the said Easterly boundary of Section 2 to a point; thence at right angles and bearing S. 89 degrees 50' 00" E. 589.00 feet to the point of beginning; containing 10.00 acres more or less.

**PARCEL II**

Section 2, Township 1 North, Range 3 West, Boise Meridian, Canyon County, Idaho. Lots 3 and 4; S $\frac{1}{2}$  NW $\frac{1}{4}$ , SW $\frac{1}{4}$ .

**PARCEL III**

S $\frac{1}{2}$  Section 5, Township 7 South, Range 10 East, Boise Meridian, Elmore County, Idaho.

TRUCKS & AUTOS:

1965 Pickup  
1966 Int'l Trk. #15  
IHC Truck #16  
(2) 1974 Int'l Trucks #18 & #19  
1976 Ford P.U. 4x4  
1979 Olds 98  
1981 Ford P.U.  
Beet Bed 20'  
Beet Bed #15  
Gravel Bed & Hoist #7  
Spud Bed & 60 gal. tank  
(2) Spud Beds #4 & #5  
1979 Ford P.U. F150  
1979 Ford P.U. F150

TRACTORS:

Int'l 230 Trac.  
656 D. Tractor  
IHC 1466 Tractor  
1974 Int'l Trac. F1466  
IHC 1486-D Trac.  
Tractor Duals  
Hubs

OTHER:

Harrow  
Ditcher  
Liliston Cultivator (Potato 4-Row)  
642 Plow - 4 Bottom  
Crust Brkrs.  
IHC 630 Disc  
1974 Ace Spud Planter  
Ripper  
Potato Windrower  
Liliston Cult.  
IHC Vibrashank Cult.  
Lockwood Spud Hrvstr.  
Loader 656  
300 Gal. Sprayer  
(2) IHC Grain Drills  
JD Combine  
Air Compressor  
Spud Roller  
Radio Comm. System  
Plow Packer  
Super Rhino Blade  
Gas Tanks & Pumps  
42' 8 in. Auger  
Sprinkler Hand Lines  
Sprinkler Equip.  
Pipe Solid Set Trailer  
Pup Trlr. W/18' Bed

EXHIBIT "A"

OTHER (Continued):

Cadet 85  
Auger Loader  
Gail Pressure Washer  
Road Grader Used  
Desk  
File  
Chair & 2 Mats  
Radio Eq. - 2 Desk Sets  
Typewriter - IBM - Used  
Ace Marker  
Homemade Trailer  
Bee Extractor  
Welder  
Lincoln Welder  
Sprayer Tank & Booms From Old  
Trailer  
Loading Dock  
Radio Eq.  
Spring Tooth Harrow  
Cultivator  
Ripper Bar Shanks  
5' Ace Steel Harrow  
Vine Cutter  
(2) Pipe Trailers  
6" Grain Auger  
Fire Ext. & Sprinklers 1/3  
Chain Saw  
Tarp  
Office Furn.  
Office Furn.  
Office Furn.  
Irrigation Pipe & Pumps  
(1) Grnd. Hog SD Bed  
2-14'-66-3D  
1/2 Seed Cutter  
1/2 Seed Cutter  
1/2 Storage Cabinet  
1/2 Seed Cleaner  
1/3 Bee Houses  
1/2 Cultivator - 2 PT.  
1/2 510 Rotary Cult.  
1/2 Rotary Mulcher  
1/2 130 NW Weeder  
1/2 Potato Piler  
1/2 Flamer  
1/2 Sprinkler Eq.

EXHIBIT "A"