

DEC 31 3 09 PM '90  
SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
CMK 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 CMK Limited Partnership.

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

3. The location of the business is Box 124, Pioneer Road, Idaho 83314.

4. The name and address of the registered agent is Charles C. Kast, Rt. 1, Box 143, King Hill, Idaho 83633.

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

General Partners:

Charles C. Kast  
Rt. 1, Box 143  
King Hill, ID 83633

Virginia R. Kast  
Rt. 1, Box 143  
King Hill, ID 83633

Limited Partners:

Charles C. Kast  
Rt. 1, Box 143  
King Hill, ID 83633

Virginia R. Kast  
Rt. 1, Box 143  
King Hill, ID 83633

C. Michael Kast  
P.O. Box 124  
Bliss, ID 83314

Deanna Kast Barnett  
5906 Norman Rd.  
Yakima, WA 98901

Kimberly Kast Campbell  
Blue Elizabeth Blvd. #2  
Twin Falls, ID 83301

Dalen Kast  
Box 21  
Bliss, ID 83314

Michelle Kast Weeks  
5317 Cresswell Ave.  
Boise, ID 83704

Jennifer Kast Yoakum  
222 Jackson, Apt. B  
Boise, ID 83705

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6. There are 600 general partnership units having an initial value of \$100.00 per unit. There are 3,400 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>
<b>General Partners</b>			
Charles C. Kast & Virginia R. Kast, husband and wife	See Exhibit "A"	\$ 60,000.00	600
<b>Limited Partners</b>			
Charles C. Kast & Virginia R. Kast, husband and wife	See Exhibit "A"	\$339,400.00	3,394
C. Michael Kast	None	100.00	1
Deanna Kast Barnett	None	100.00	1
Kimberly Kast Campbell	None	100.00	1
Dalen Kast	None	100.00	1
Michelle Kast Weeks	None	100.00	1
Jennifer Kast Yoakum	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 first offering it for sale to the other limited partners and the general partners as provided in paragraph 20 of the CMK Limited Partnership Agreement dated December 21, 1990.

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 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 General 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 General Partners and Limited Partners to the extent of their net credit balances in their capital and current undistributed profits accounts;

(e) To the General Partners 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 of the partnership agreement;

(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 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 CMK Limited Partnership Agreement, dated December 21, 1990. 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, at 5:00 p.m., 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 21<sup>st</sup> day of December, 1990.

Charles C. Kast

Charles C. Kast, personally  
and as agent for all other  
general and limited partners

General Partner

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day  
of December, 1990.

(SEAL)

Edward W. Owens

Notary Public for Idaho

Commission expires: October 11, 1993

04/9631.1

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LIMITED PARTNERSHIP-4

**EXHIBIT "A"**

**PARCEL 1:**

SE $\frac{1}{4}$  of Section 19; NW $\frac{1}{4}$ SW $\frac{1}{4}$  and SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 20; NW $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{4}$ NW $\frac{1}{4}$  and W $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 29; all in Township 2 South, Range 14 East, Camas County, Idaho.

**PARCEL 2:**

Township 2 South, Range 13 East, Boise Meridian in Camas County, Idaho

Section 25: E $\frac{1}{4}$ NE $\frac{1}{4}$

Township 2 South, Range 14 East, Boise Meridian in Camas County, Idaho,

Section 19: Lot 4; SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 29: SW $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$

Section 30: Lots 1, 2, 3, 4, E $\frac{1}{4}$ W $\frac{1}{4}$ ; E $\frac{1}{4}$

Section 31: Lots 1, 2, E $\frac{1}{4}$ NW $\frac{1}{4}$ ; NE $\frac{1}{4}$ ;

Section 32: N $\frac{1}{4}$ NW $\frac{1}{4}$ ; SW $\frac{1}{4}$ NW $\frac{1}{4}$

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

Together with 1879 A.U.M.'s

**PARCEL 3:**

Section 19: Lot 3; NE $\frac{1}{4}$ ; E $\frac{1}{4}$ NW $\frac{1}{4}$  and NE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 20: S $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , E $\frac{1}{4}$ SW $\frac{1}{4}$  and W $\frac{1}{4}$ SE $\frac{1}{4}$

Section 29: SW $\frac{1}{4}$ SE $\frac{1}{4}$  and NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 32: W $\frac{1}{4}$ NE $\frac{1}{4}$  and SE $\frac{1}{4}$ NW $\frac{1}{4}$

All located in Township 2 South, Range 14 East, Camas County, Idaho.

**EXHIBIT "A"**