

CERTIFICATE OF LIMITED PARTNERSHIP

DEC 21 4 41 PM '93

SECRETARY OF STATE U.S.A. AG-PRO OF CALDWELL LIMITED PARTNERSHIP

The undersigned, desirous of forming a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Idaho, hereby certify:

1. The name of the partnership is U.S.A. Ag-Pro of Caldwell Limited Partnership. The address is 112 West Allen Street, Caldwell, Idaho 83605.
2. The partnership intends to acquire that certain fertilizer plant known as the Ag-Pro Caldwell plant for the purpose of operating the plant to manufacture and market fertilizer for agricultural use.
3. The registered agent for service of process in Idaho is U.S.A. Ag-Pro, Inc., 112 West Allen Street, Caldwell, Idaho 83605.
4. The name and business address of each partner is set forth on the attached Exhibit "A".
5. The amount of cash and a description and statement of the agreed value of the other property, labor or services by each partner is set forth on Exhibit "A".
6. The partners have not agreed to make any additional contributions to the partnership.
7. A limited partner does not have the right to substitute an assignee as contributor in his place except upon the consent of the general partners, and then only upon such conditions as the general partners shall determine.
8. There is no agreement under which any partner may terminate his membership in the limited partnership.
9. No partner has the right to receive distributions of property. Each partner has the right to receive cash distributions as determined by his respective ownership interest in the partnership. Provided, however, the general partners may distribute to the original limited partner his capital contribution and effect the withdrawal of the original limited partner.

10. The general partners may, in their sole discretion, make, and limited partners may receive when made, pro rata distributions to partners which include a return of all or any part of such partner's contribution.

11. The term of the partnership shall expire and the partnership be dissolved and its affairs be wound up December 31, 2015. Furthermore, the existence of the partnership shall terminate upon the occurrence of any of the following events:

(a) The death or judicially declared insanity of, the voluntary or involuntary dissolution, bankruptcy or liquidation of the last of the general partners and if limited partners do not elect a successor general partner(s); and

(b) The general partners' written election to dissolve and wind up the affairs of the partnership together with an approval vote of fifty percent (50%) of the ownership interests of the partnership

12. The death, incapacity, withdrawal or retirement of a general partner shall not terminate the partnership provided there is a remaining general partner, or if not, the limited partners elect a successor general partner(s) and elect to continue the partnership business and affairs.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 20th day of December 1983.

GENERAL PARTNERS:

U.S.A. AG-PRO, INC.

ORIGINAL LIMITED PARTNER:

William O. Fields

By: William O. Fields. President

SCHEDULE "A"

(Attached to and forming a part of
U.S.A. Ag-Pro of Caldwell Limited Partnership Agreement
dated December 19, 1983.)

GENERAL PARTNERS

Name and Address	Contribution	Estimated Value	Ownership Interest
U.S.A. Ag-Pro, Inc. 112 West Aven Street Caldwell, Idaho 83605	sub-license and services	\$500,000	97%
William O. Fields 804 Dogwood Place Eagle, Idaho 83616	services	\$ 100	1%
Wayne Seamons Box 365 Rockland, Idaho 83271	services	\$ 100	1%

LIMITED PARTNERS

Original Limited Partner

Name and Address	Contribution	Ownership Interest
Willaim O. Fields 804 Dogwood Place Eagle, Idaho 83616	\$100.00	1%