

JUN 5 1974

- 1075

CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Twin Falls)

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho, certify as follows:

1. The name of the partnership is Geo/Pleurotus Growers Limited Partnership.

2. The primary purpose (character or business) of the partnership is to construct, operate and maintain a mushroom growing farm and fresh pack plant, and to market the mushrooms so grown and packed. In addition, the purpose of the partnership shall be to acquire by purchase, lease or otherwise, lands and interest in lands; to own, hold, lease, finance, improve, develop, operate and manage real property so acquired; to erect, alter, or improve buildings or other structures situated on said real property; to make investments of all kinds and in all types of businesses; and to operate all legal forms of investment or business enterprises.

3. The name and address of the registered agent for service of process as required by Idaho Code §53-204 is:

Thomas G. Walker, Jr.
184 Second Street West
P.O. Box 187
Twin Falls, ID 83303-0187

4. The names and business addresses of the general partners interested in the partnership are as follows:

<u>Name</u>	<u>Address</u>
Thomas G. Walker, Jr. and Donna I. Walker, husband and wife	P.O. Box 187 Twin Falls, ID 83303-0187
Robert A. Erkins and Bernardine M. Erkins, husband and wife	White Arrow Ranch P.O. Box 108 Bliss, ID 83314

5. The names and business addresses of the limited partners in the partnership are as follows:

<u>Name</u>	<u>Address</u>
Allan R. Frost and Frances M. Frost, husband and wife	526-H Shoup Avenue West Twin Falls, Idaho 83301

Mark F. Grefenson and Hedi Grefenson, husband and wife	Route No. 4, Box 7438 Twin Falls, ID 83301
Samuel V. Jordan and Barbara Jordan, husband and wife	Route No. 3, Addison Avenue East Twin Falls, ID 83301
Rex S. Leforgee and Cheryl Leforgee, husband and wife	1779 Falls Avenue East Twin Falls, ID 83301
Robert J. Porter, II and Karen L. Porter, husband and wife	598 Sunrise Blvd. North Twin Falls, ID 83301
Rodney D. Swartling and Jean K. Swartling, husband and wife	2176 Addison Avenue East Twin Falls, ID 83301
Robert A. Ridgeway and Nancy N. Ridgeway, husband and wife	1149 Juniper Street North Twin Falls, ID 83301
Frederick L. Surbaugh and Carole W. Surbaugh, husband and wife	Route No. 3, The Willows No. 17 Twin Falls, ID 83301
Harry F. Brumbach, Jr. and Janice L. Brumbach, husband and wife	2127 Hillcrest Drive Twin Falls, ID 83301
Dale D. Stukenholtz and Joyce E. Stukenholtz, husband and wife	1980 Filer Avenue East Twin Falls, ID 83301

6. A description of the capital contribution made by each general and limited partner is described on Exhibit "A," attached hereto and by this reference made a part hereof.

7. No additional capital contributions have been agreed upon to be made by any partner at the present time.

8. (a) The partnership interest of a Limited Partner, or any portion thereof, may be transferred or assigned only with the prior written consent of the General Partners. Such consent may be withheld in the discretion of the General Partners, and in no event shall be given unless:

(1) The assignment is of the particular Limited Partner's whole partnership interest;

(2) The Assignee shall satisfy all of the conditions specified in the Partnership Agreement; and

(3) The terms of such assignment shall specify the end of a calendar quarter as the effective date thereof.

(b) An Assignee of Record shall be entitled to receive distributions of cash or other property from the Partnership attributable to the Units acquired by reason of such assignment from and after the effective date of the assignment of such Units to him; however, anything herein to the contrary notwithstanding, the Partnership and the General Partners shall be entitled to treat the Assignor of such Units as the absolute owner thereof in all respects, and shall incur no liability for allocation of Net Income, Net Loss, or Distribution, or transmittal of reports and notices required to be given to Holders hereunder which are made in good faith to such Assignor until such time as the as the written instrument of assignment has been received by the Partnership and recorded on its books and the effective date of the assignment has passed.

(c) Except as provided in this paragraph 8, no assignment of any Units by a Holder may be made if the Units sought to be assigned, when added to the total of all other Units assigned within the period of twelve consecutive months prior to the proposed date of assignment would, in the opinion of counsel for the Partnership, result in the termination of the Partnership under Section 708 of the Internal Revenue Code. However, such assignment may be made, subject to all other requirements set forth in the Partnership Agreement, if upon the application and at the expense of the Holder desiring to assign his Units in the Partnership, there shall have been granted to the transferring Holder and the Partnership a private ruling by the Internal Revenue Service that the proposed assignment will not cause such termination.

(d) No assignment, sale, transfer, exchange or other disposition of any Units in the Partnership may be made except in compliance with the then applicable rules of any other applicable governmental authority.

(e) Any assignment, sale, transfer, exchange or other transfer in contravention of any of the provisions of this Paragraph 8 shall be void and ineffectual, and shall not bind or be recognized by the Partnership.

9. (a) The Partnership shall commence as of the date of filing this Certificate and shall continue

until the 31st day of December, 2000, unless previously terminated in accordance with the provisions of the Partnership Agreement.

(b) Upon the withdrawal, adjudication of bankruptcy or dissolution of a General Partner ("Terminated Partner"), the interest of such Terminated Partner in the Net Income, Net Loss and Distributions from the Partnership shall be purchased by the Partnership for a purchase price determined according to the provisions of Paragraph 9(c), following.

(c) The Terminated Partner shall receive from the Partnership the fair market value of his interest in the Partnership, determined by agreement between the Terminated Partner and the Partnership, or if they cannot agree, by arbitration in accordance with the then current rules of the American Arbitration Association. For this purpose, the fair market value of the interest of the Terminated Partner shall be deemed to be the amount the Terminated Partner would receive upon dissolution and termination of the Partnership assuming such dissolution or termination occurred on the date of the dissolving event specified in Paragraph 9(b) and assuming the assets of the Partnership were sold for their then fair market value without compulsion of the Partnership to sell such assets. Payment shall be made by a promissory note bearing 10% simple interest per annum on the unpaid principal amount of the promissory note, with principal and all unpaid accrued interest subject to mandatory prepayment from all Cash From Sales or Refinancing and the remaining unpaid principal balance and accrued interest on such promissory note due and payable one (1) year from the date of occurrence of any event specified in Paragraph 9(f), provided, however, that if the Terminated Partner requests, to the extent required, the sale and payment shall be made on terms and conditions that will allow such sale to qualify for the installment method as provided in Section 453 of the Code.

(d) Should a new General Partner be elected, such new General Partner ("Acquiring Partner") shall purchase from the Partnership, within 60 days of its election, the interest which the Partnership purchased from the Terminated Partner. For such interest the Acquiring Partner shall pay the amount determined pursuant to Paragraph 9(c) to be the fair market value of such interest. Payment shall be made by a promissory note bearing 10% simple interest per annum on the

unpaid principal amount of the promissory note secured by assignment by the Acquiring Partner to the Partnership of the future Distributions by the Partnership to the Acquiring Partner, which principal amount together with accrued interest shall be payable at the times and in the amounts equal to seventy-five percent (75%) of such Distributions until such time as the principal amount together with accrued interest is paid in full, but shall become due and payable in full by the Acquiring Partner at such time as the Partnership is finally wound up and liquidated.

(e) The General Partners' interest in the Partnership shall not be assignable except with the consent of all of the Holders. Any entity to which the entire interest of a General Partner in the Partnership is assigned in compliance with this Paragraph 9(e) shall be substituted by the General Partner by the filing of appropriate amendments to the Partnership Agreement in its stead as a General Partner of the Partnership.

(f) The Partnership shall be terminated and dissolved upon the earlier to occur of the following:

(1) The withdrawal (provided there has been 90 days' prior written notice to the Limited Partners), adjudication of bankruptcy, insolvency dissolution of both of the General Partners, unless (i) the Limited Partners, within 90 days of the date of such event, elect to continue the business of the Partnership and (ii) the General Partner(s) elected in place thereof within 120 days of the date of such event by Majority Vote of the Limited Partners elects to continue the business of the Partnership. Expenses incurred in the reformation, or attempted reformation, of the partnership shall be deemed expenses of the Partnership;

(2) The incorporation of the Partnership's business;

(3) The expiration of the term of the Partnership; or

(4) Provided there has been 90 days prior written notice to the Limited Partners, the written decision, of the General Partners to dissolve the Partnership.

(g) Except in the event the business of the Partnership is incorporated, in which case the business shall continue, upon a dissolution and termination of the Partnership, the General Partners shall take full account of the Partnership assets and liabilities, shall liquidate the assets as promptly as is consistent with obtaining the fair value thereof, and shall apply and distribute the proceeds therefrom in the following order:

(1) To the payment of creditors of the Partnership but excluding secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of Partnership assets;

(2) To the repayment of any outstanding loans made by the General Partners to the Partnership; and

(3) To the General Partners and Holders pursuant to the provisions of Paragraph 11.

10. (a) That portion of Net Income, Net Loss and Distributions of the Partnership allocated to the Holders shall be apportioned among the Holders, in the ratio in which the number of Units owned by each of them on the last day of each calendar month bears to the total number of Units owned by all of them as of that date, without regard to capital accounts or the number of days during such month in which a person was a Holder.

(b) Net income and net loss shall be allocated as follow: fifteen percent (15%) to Robert A. Erkins, ten percent (10%) to Thomas G. Walker, Jr., and seventy-five percent (75%) to the Holders.

(c) Distributions in Cash From Operations and Distributions in Cash from Sales or Refinancing shall be distributed fifteen percent (15%) to Robert A. Erkins, ten percent (10%) to Thomas G. Walker, Jr., and seventy-five percent (75%) to the Holders.

(d) The Partnership may be restricted from making Distributions under the terms of notes, mortgages or other types of debt obligation which it may issue or assume in conjunction with borrowed funds and Distributions may also be restricted or suspended in circumstances when the General Partners determine, in their discretion, that such action is in the best interests of the Partnership.

(e) The methods hereinabove set forth by which Distributions and allocations of Net Income and Net Loss are made and apportioned are hereby expressly consented to by each Partner as an express condition to become a Partner.

(f) All Distributions are subject to the payment of Partnership expenses, and to the maintenance of reasonable reserves for business operations, alterations, repairs, improvements, maintenance, and replacement of buildings, equipment, fixtures and other improvements.

(g) To the extent that the Partnership shall be entitled to any deduction for Federal income tax purposes as a result of any interest in Net Income and Net Loss granted to the General Partners, such deduction shall be allocated for Federal income tax purposes to the General Partners.

(h) In no event shall the General Partners' interests in each material item of Partnership income, gain, loss, deduction or credit be less than one percent (1%) of each such item at all times during the existence of the Partnership. For this purpose, Units held by the General Partners or their Affiliates as a Limited Partner shall not be taken into account.

11. Except as provided in Paragraphs 9 and 10 above, no provision has been made for the return of all or part of a partner's contribution.

12. The net losses of the partnership shall belong to and be allocated among the limited partners as provided in Paragraph 10 above.

13. The net profits of the partnership shall belong to and be credited to the partners as provided in paragraph 10 above.

14. Upon the death or incapacity of a General Partner, the remaining and/or substituted General Partners shall have the right to continue the partnership business.

15. No limited partner has been given the right to demand and receive property other than cash in return for his contribution.

16. Special Power of Attorney.

(a) By executing the Partnership Agreement, each Limited Partner granted to the General Partners a

special power of attorney irrevocably making, constituting and appointing each of the General Partners as the attorney-in-fact for such Limited Partner, with power and authority to act in his name and on his behalf to execute, acknowledge and swear to in the execution, acknowledgement and filing of documents, which shall include, by way of illustration but not of limitation, the following:

(1) The Partnership Agreement, any separate certificates of limited partnership, as well as any amendments to the foregoing which, under the laws of the State of Idaho or the laws of any other state, are required to be filed or which the General Partners deem to be advisable to file;

(2) Any other instrument or document which may be required to be filed by the Partnership under the laws of any state or by any governmental agency, or which the General Partners deem advisable to file; and

(3) Any instrument or document which may be required to effect the continuation of the Partnership, the admission of an additional or substituted Limited Partner, or the dissolution and termination of the Partnership (provided such continuation, admission or dissolution and termination are in accordance with the terms of the Partnership Agreement), or to reflect any reductions in amount of contributions of Partners.

(b) The special power of attorney being granted hereby by each Limited Partner:

(1) Is a special power of attorney coupled with an interest, is irrevocable, shall survive the death or incapacity of the granting Limited Partner, and is limited to those matters herein set forth;

(2) May be exercised by either of the General Partners acting alone for each Limited Partner by a facsimile signature of a General Partner, or by listing all of the Limited Partners executing any instrument with a single signature of a General Partner; and

(3) Shall survive an assignment by a Limited Partner of all or any portion of his

Units except that, where the Assignee of the Units owned by a Limited Partner have been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, the special power of attorney shall survive such assignment for the sole purpose of enabling the General Partners to execute, acknowledge and file any instrument or document necessary to effect such substitution.

In accordance with the power granted by the Special Power of Attorney, the terms and conditions of which are stated in Paragraph 16 above, one of the General Partners does execute this Certificate of Limited Partnership on this 5th day of July, 1984.

Allan R. Frost

Frances M. Frost

Mark F. Grefenson

Hedwig Grefenson

Samuel V. Jordan

Barbara Jordan

Rex S. Leforgee

Cheryl Leforgee

Robert J. Porter, II

Karen L. Porter

Robert A. Ridgeway

Nancy N. Ridgeway

Frederick L. Surbaugh

Carole W. Surbaugh

Rodney D. Swartling

Jean K. Swartling

Harry F. Brumbach, Jr.

Janice L. Brumbach

Dale D. Stukenholtz

Joyce E. Stukenholtz

By: Thomas G. Walker, Jr.
Thomas G. Walker, Jr., General
Partner, as Attorney In Fact

"Limited Partners"
Thomas G. Walker, Jr.
Thomas G. Walker Jr., General
Partner

Donna I. Walker
Donna I. Walker, General Partner

Robert A. Erkins
Robert A. Erkins, General Partner

Bernardine M. Erkins
Bernardine M. Erkins, General Partner

"General Partners"

STATE OF IDAHO)
County of Twin Falls) ss.

On this 5th day of July, in the year 1984, before me, the undersigned, a notary public in and for said county and state, personally appeared Thomas G. Walker, Jr., known to me to be the person whose name is subscribed to the within instrument as the attorney in fact for Allan R. Frost, Frances M. Frost, Mark F. Grefenson, Hedwig Grefenson, Samuel V. Jordan, Barbara Jordan, Rex S. Leforgee, Cheryl Leforgee, Robert J. Porter, II, Karen L. Porter, Robert A. Ridgeway, Nancy N. Ridgeway, Frederick L. Surbaugh, Carole W. Surbaugh, Rodney D. Swartling, Jean K. Swartling, Harry F. Brumbach, Jr., Janice L. Brumbach, Dale D. Stukenholtz and Joyce E. Stukenholtz, and acknowledged to me that he subscribed each of the above-listed names thereto as principal, and his own name as attorney in fact.

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

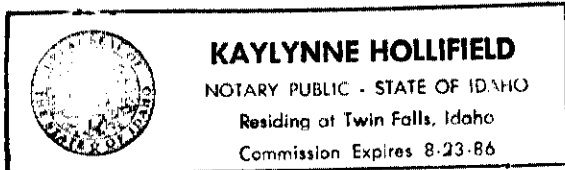


Kaylynne Hollifield
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

STATE OF IDAHO)
County of Twin Falls) ss.

On this 5th day of July, 1984, before me, the undersigned, a notary public in and for said county and state, personally appeared Thomas G. Walker, Jr., known to me to be the general partner in the partnership of Pleurotus Capital Investment Company Limited Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



Kaylynne Hollifield
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

STATE OF IDAHO)
County of Twin Falls) ss.

On this 5th day of July, 1984, before me, the undersigned, a notary public in and for said county and state, personally appeared Donna I. Walker, known to me to be the general partner in the partnership of Pleurotus Capital Investment Company Limited Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

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



Kaylynne Hollifield
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 2nd day of July, 1984, before me, the undersigned, a notary public in and for said county and state, personally appeared Robert A. Erkins, known to me to the general partner in the partnership of Pleurotus Capital Investment Company Limited Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



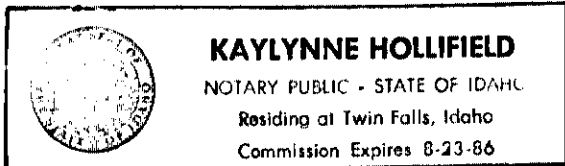
Kaylynne Hollifield

NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 2nd day of July, 1984, before me, the undersigned, a notary public in and for said county and state, personally appeared Bernardine M. Erkins, known to me to the general partner in the partnership of Pleurotus Capital Investment Company Limited Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

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



Kaylynne Hollifield

NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls, Idaho

EXHIBIT "A"

The initial capital of the Partnership has been contributed by the partners as follows:

General Partners:

Robert A. Erkins and Bernardine M. Erkins	\$ 30,000
Thomas G. Walker, Jr. and Donna I Walker	30,000

Limited Partners:

Rodney D. Swartling and Jean K. Swartling, husband and wife	55,000
Rex S. Leforgee and Cheryl E. Leforgee, husband and wife	30,000
Robert A. Ridgeway and Nancy N. Ridgeway, husband and wife	55,000
Robert J. Porter, II and Karen L. Porter, husband and wife	30,000
Frederick L. Surbaugh and Carole E. Surbaugh, husband and wife	41,250
Mark F. Grefenson and Hedwig Grefenson, husband and wife	55,000
Allan R. Frost and Frances M. Frost, husband and wife	55,000
Samuel V. Jordan and Barbara Jordan, husband and wife	55,000
Harry F. Brumbach, Jr. and Janice L. Brumbach, husband and wife	30,000
Dale D. Stukenholtz and Joyce E. Stukenholtz, husband and wife	30,000
	<u>30,000</u>
	<u>\$496,250</u>