

DEC 31 9 20 AM '84

CERTIFICATE OF LIMITED PARTNERSHIP: STATE

WAYNE KENDELL FARMS, A LIMITED PARTNERSHIP

The undersigned, having formed a limited partnership under the Idaho Limited Partnership Act, hereby make and sign the following certificate for that purpose:

1. The partnership name is Wayne Kendell Farms, a limited partnership.

2. The general character of the partnership is to own and lease farm real estate.

3. The name and address of the registered Agent for service of process is Wayne Kendell, Rural Route, Box 12, Aberdeen, Idaho 83210.

4. The names and business addresses of the general and limited partners are:

GENERAL PARTNER

Wayne and Shirley Kendell, Rural Route, Box 12,
Aberdeen, Idaho 83210

LIMITED PARTNER

Wayne Kendell, Rural Route, Box 12, Aberdeen, Idaho
83210

Shirley Kendell, Rural Route, Box 12, Aberdeen, Idaho
83210

Lynn Kendell, Aberdeen, Idaho 83210

Tamara Kendell, Aberdeen, Idaho 83210

Karen Roberts, Aberdeen, Idaho 83210

Dennis Roberts, Aberdeen, Idaho 83210

Traci Johns, Aberdeen, Idaho 83210

Kevin Johns, Aberdeen, Idaho 83210

5. A description of the type and value of the properties contributed by each partner are attached hereto as Exhibits "A" and "B".

6. Additional contributions to capital and withdrawals from capital may be made by any partner subject to the approval of a majority in number of the partners.

7. A limited partner may assign his limited partnership interest subject, however, to limitations set forth in the agreement which are consistent with Idaho Code Section 53-240.

8. The partners have not entered into an express agreement as to the time or events by which a partner may terminate his membership in the partnership; however, the agreement does provide as follows:

(a) The assignee of a General Partner may be a general partner if all other general partners consent.

(b) The assignee of a General Partner may be a limited partner if so provided by the assignor.

(c) A Limited Partner may transfer his partnership interest, subject, however, to a right of first refusal in favor of the other partners.

(d) The assignee of a Limited Partner may be admitted as a Limited Partner only upon the consent of all members of the partnership.

(e) The death, insanity or disability of a General Partner shall terminate the partnership unless the remaining General Partners give notice of intention to the other Limited Partners to continue the partnership.

(f) The death, insanity or disability of a Limited Partner shall not terminate the partnership.

(g) The general partner may at any time cause the dissolution and liquidation of the partnership.

9. No partner has a specific right to receive distributions of property, including cash, from the limited partnership; however, the earnings of the partnership shall be distributed regularly unless retained for reasonable partnership needs.

10. No partner has a right to receive distributions which include a return of all or any part of a partner's contribution; however, the General Partners may at any time dissolve and liquidate the partnership and make distributions accordingly.

11. An explanation of the time or events which may cause the limited partnership to be dissolved and its affairs wound up is set forth in Paragraph 8 above.

DATED: December 24, 1984

GENERAL PARTNERS

Wayne E. Kendell
Wayne Kendell

Shirley I. Kendell
Shirley Kendell

LIMITED PARTNERS

Wayne E. Kendell
Wayne Kendell

Shirley I. Kendell
Shirley Kendell

Lynn W. Kendell
Lynn Kendell

Tamara Kendell
Tamara Kendell

Karen T. Roberts
Karen Roberts

Dennis L. Roberts
Dennis Roberts

Traci Johns
Traci Johns

Kevin Johns
Kevin Johns

STATE OF IDAHO)
 SS
COUNTY OF BANNOCK)

On this 24th day of December, 1984, before me, the undersigned Notary Public, in and for said State, personally appeared Wayne Kendell, Shirley Kendall, Lynn Kendall, Tamara Kendall, Karen Roberts, Dennis Roberts, Traci Johns, Kevin Johns, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

NOTARY PUBLIC STATE OF IDAHO
THOMAS J. HOLMES
RESIDING AT POCATELLO, IDAHO
MY COMM. IS PERPETUAL

NOTARY PUBLIC - STATE OF IDAHO
Residing at: Pocatello, Idaho

EXHIBIT "A"

Contributed Capital

Fair Market Value as of
date of signing

Farm real estate and appurtenant buildings and sprinkler equipment
in "Pleasant Valley" and Aberdeen Farms

Total Market Value

\$1,913,260

EXHIBIT "B"

<u>NAME</u>	<u>CONTRIBUTIONS</u>	
	<u>Percent</u>	<u>Dollars</u>
Wayne and Shirley Kendell, General Partners	20	\$382,652
Wayne and Shirley Kendell, Limited Partners	80	#1,530,608
	<u>100.0</u>	<u>\$1,913,260</u>