

DEC 31 3 18 PM '90  
SECRETARY OF STATE

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
L W VENTURES 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 L W Ventures Limited Partnership.

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

3. The location of the business is 210 W. Main, Emmett, Idaho 83617.

4. The name and address of the registered agent is David Little, P.O. Box 68, 210 W. Main, Emmett, Idaho 83617.

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

**General Partners:**

David Little  
P.O. Box 68  
Emmett, Idaho 83617

Geraldine L. Little  
P.O. Box 68  
Emmett, Idaho 83617

Judith Woodie  
P.O. Box 785  
Emmett, Idaho 83617

**Limited Partners:**

David Little  
P.O. Box 68  
Emmett, Idaho 83617

Geraldine L. Little  
P.O. Box 68  
Emmett, Idaho 83617

Judith Woodie  
P.O. Box 785  
Emmett, Idaho 83617

6. There are 10 general partnership units having an initial value of \$100.00 per unit. There are

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1,415 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>			
David Little & Geraldine L. Little, husband & wife,	See Exhibit "A"	\$ <u>600</u>	6 units
Judith Woodie	See Exhibit "A"	\$ <u>400</u>	4 units

**Limited Partners**

David Little & Geraldine L. Little, husband & wife,	See Exhibit "A"	\$ <u>84,900</u>	<u>849</u> units
Judith Woodie	See Exhibit "A"	\$ <u>56,600</u>	<u>566</u> units

7. The limited partner is not required to make any additional contributions to the partnership.

8. A partner has the right to assign his or her partnership interest; however, an assignee of such a partnership interest may become a limited partner only if all the other partners consent.

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 owning over 50% of the General Partnership Units 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

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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 reference to the quoted ending marking price with respect to any property that is on a national or regional stock exchange or otherwise 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 or she 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 owning over 50% of the General Partnership Units, 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 L W Ventures Limited Partnership Agreement, dated December 31, 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

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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 limited partnership shall commence on the filing of the Certificate of Limited Partnership 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 31st day of December, 1990.

David Little  
David Little, General  
Partner, personally and as  
agent for all general and  
limited partners

SUBSCRIBED AND SWORN to before me this 31<sup>st</sup> day  
of December, 1990.

(SEAL)

M. Margaret Little  
Notary Public for Idaho  
Commission expires: 11-3-94

04/11070.1

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**4,000 shares Albertsons common stock.**

**43 shares West One common stock.**

**Cash in checking account \$1,050.**

**Cash in money market account \$503.**

**EXHIBIT "A"**