

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
VALLEY ORCHARDS LIMITED PARTNERSHIP

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WE, THE UNDERSIGNED, desiring to form a Limited Partnership pursuant to the Idaho Limited Partnership Act, as set forth in Idaho Code, Sections 53-201, et.seq., of the State of Idaho, do hereby certify:

1. The name of the firm under which the Partnership is to be conducted is VALLEY ORCHARDS LIMITED PARTNERSHIP (hereinafter the "Partnership").

2. The character of the business intended to be transacted by the Partnership is to acquire, lease, own, operate, manage, develop and sell real property, including a certain parcel of real estate more particularly described in Exhibit A attached hereto, to be held solely for agricultural investment purposes.

3. The registered agent for service of process is Robert R. Angell, 101 South Capitol Boulevard, Suite 1701, Boise, Idaho 83702. The principal office of the Partnership is located at 101 South Capitol Boulevard, Suite 1701, Boise, Idaho 83702.

4. The name and place of residence of the General Partner of the Partnership is as follows:

Name:

Address:

ROBERT R. ANGELL

35 Horizon Drive  
Boise, Idaho 83702

The name and place of residence of the Original Limited Partner of the Partnership is as follows:

Name:

Address:

MICHELLE P. ANGELL

35 Horizon Drive  
Boise, Idaho 83702

The amount of cash and the description and agreed value of the other property contributed by each Partner are as follows:

<u>General Partner:</u>	<u>Cash:</u>
Robert R. Angell	\$100.00
<u>Limited Partner:</u>	
Michelle P. Angell	\$100.00

6. Subsequently admitted Limited Partners will make contributions to the Partnership in the aggregate amount of \$12,500, in installments of \$5,000 on or before December 1, 1984, \$5,000 on March 15, 1985, and \$2,500 on March 15, 1986. Limited Partners may be required to repay "distributable cash" received from the Partnership for a two-year period following distribution if, in the sole judgment of the General Partner, such recall is necessitated by unexpected, severe, economic or financial circumstances.

7. A Limited Partner cannot transfer his interest in the Partnership to an assignee without first obtaining the consent of the General Partner. Transfers to certain related persons are not subject to substantial conditions. Transfers to any other persons are subject to the Partners' right of first refusal.

8. A Limited Partner may withdraw from the Partnership only with consent of the General Partner; and such withdrawing Limited Partner is not entitled to any return of his contribution to the Partnership capital. "Withdrawal" does not include assignment of interest in the Partnership.

9. Partners are entitled to allocation of certain percentages of profits and losses, and to distribution of cash by the Partnership upon liquidation or at such other times as the General Partner may determine, based upon the ratio of the Limited Partner's capital contribution to the total capital of the Partnership (which is the sum of the Limited and General

Partners' capital contributions). The Partners are given no right to demand and receive property other than cash in return for their contributions.

10. The contributions of the Limited Partners are to be returned to each Limited Partner by way of distributions during the Partnership at such times and in such amounts as may be determined by the General Partner, or upon dissolution of the Partnership after payment of all debts and liabilities of the Partnership and the expenses of liquidation.

11. The dissolution, death, disability, bankruptcy or withdrawal of the General Partner dissolves the Partnership, unless the business is continued by the remaining General Partner or Partners with the consent of all Limited Partners of the Partnership. The Partnership will also be dissolved upon sale exchange, condemnation or foreclosure of the Partnership Property or upon written notice by the General Partner.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership this 16<sup>th</sup> day of May, 1984.

GENERAL PARTNER:

  
ROBERT R. ANGELL

ORIGINAL LIMITED PARTNER:

  
MICHELLE P. ANGELL


STATE OF IDAHO )

:ss.

County of Ada )

On this 16<sup>th</sup> day of May, 1984, before me, the undersigned Notary Public in and for said State, personally appeared ROBERT R. ANGELL and MICHELLE P. ANGELL, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

  
Notary Public for Idaho  
Residing at Boise, Idaho