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CERTIFICATE OF LIMITED PARTNERSHIP
OF

ROBINSON FAMILY LIMITED PARTNERSHIP

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the Partnership is ROBINSON FAMILY LIMITED PARTNERSHIP.
2. The general character of the Partnership business is to do all things reasonable and proper in the operation, acquisition and sale of farms and ranches.
3. The name and address of the agent for service of process upon the Partnership shall be June R. McGavin, residing at Freedom, Idaho, whose mailing address is Freedom, Wyoming 83120.
4. The name and business address of each General and Limited Partner are as follows:

GENERAL PARTNERSBUSINESS ADDRESS

June R. McGavin	Freedom, Wyoming 83120
R. Dean Robinson	164 Lincoln Avenue San Luis Obispo, California 93401
LaNea Adams	1113 Cornell Drive Davis, California 95516
ReNell Hadley	1230 Cassidy Circle Bountiful, Utah 83010

LIMITED PARTNERSBUSINESS ADDRESS

June R. McGavin	Freedom, Wyoming 83120
R. Dean Robinson	164 Lincoln Avenue San Luis Obispo, California 93401

LaNea Adams

1113 Cornell Drive
Davis, California 95516

ReNell Hadley

1230 Cassidy Circle
Bountiful, Utah 83010

5. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each Partner are as follows:

<u>General Partners</u>	<u>General Partnership Units</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
June R. McGavin	25	13,925	Real Property Farm Equipment Cash
R. Dean Robinson	25	13,925	Real Property Farm Equipment Cash
LaNea Adams	25	13,925	Real Property Farm Equipment Cash
ReNell Hadley	25	13,925	Real Property Farm Equipment Cash

<u>Limited Partners</u>	<u>Limited Partnership Units</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
June R. McGavin	225	125,325	Real Property Farm Equipment Cash
R. Dean Robinson	225	125,325	Real Property Farm Equipment Cash
LaNea Adams	225	125,325	Real Property Farm Equipment Cash
ReNell Hadley	225	125,325	Real Property Farm Equipment Cash

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6. There is no requirement for making additional contributions by any Partner.

7. A Limited Partner may grant the right to become a limited partner to an assignee of any part of his Partnership interest only on the following conditions:

(i) A proposed written instrument of assignment is filed with the Partnership setting forth a statement of the intention that the transferor, assignor, designor or legal representative transfers to the proposed transferee, designee or the legal representative such interests and the same become a substituted Limited Partner;

(ii) The proposed substituted Limited Partner execute, adopt and acknowledge the Partnership Agreement, the Buy-Out Agreement, the Certificate of Limited Partnership, if required by law, and any other required documents;

(iii) The proposed substituted Limited Partner shall pay all costs and fees incurred or charged by the Partnership to effectuate the transfer;

(iv) The proposed substituted Limited Partner meets the requirements for investment in the Partnership applicable to the original transferor, if any, and executes all of the documents reasonably required by the General Partners;

(v) The General Partners, other than the transferring partner, if said transferring partner be a General Partner, shall give their unanimous consent, which consent they may grant or withhold in their sole discretion; and

(vi) A certificate evidencing the admission of such person as a Limited Partner shall have been properly recorded with the appropriate authorities.

8. No Partner of the Partnership can terminate his membership in the Partnership, sell, assign, encumber, give, pledge, transfer, devise, bequeath or in any manner transfer all or any portion of his Partnership interest, except pursuant to the terms of the Buy-Out Agreement of the General and Limited Partners of Robinson Family Limited Partnership. The

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exact terms and conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the Partnership.

9. No Partner has the right to receive distributions of property or cash, except annual distributions of Available Funds approved by a majority vote of the General Partners of the Partnership.

10. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The General Partners by majority vote have the right to determine what distributions will be made to the partners.

11. The Partnership is to be dissolved and its affairs wound up upon the unanimous written agreement of the General Partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any General Partner.

12. In the event of dissolution of the Partnership, instead of winding up, the Partnership may be continued under the following conditions:

(a) If any of the original General Partners is then living, upon the death of any General Partner his interest in the Partnership shall be converted from a general Partnership interest to a limited Partnership interest and the Partnership reformed on that basis. At such time as none of the original General Partners is then living, Limited Partners owning more than fifty percent (50%) of the outstanding Partnership units owned by Limited Partners shall elect a new General Partner. Twenty-five (25) units of each such Limited Partner elected as a General Partner shall be converted to general Partnership interests. The converted interest shall be entitled to same interest in profits and losses or distributions as the interest such Partner had as a Limited Partner.

b. The Partnership or remaining partners may purchase the interest of the terminating General Partner under the terms of the Buy-Out Agreement and the Partnership reformed on that basis.

Dated this 13th day of December, 1989.

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DATED: Dec. 13, 1989 June R. McGavin
June R. McGavin

DATED: Nov. 28, 1989 R. Dean Robinson
R. Dean Robinson

DATED: Nov. 30, 1989 LaNea Adams
LaNea Adams

DATED: Dec. 4, 1989 ReNeil Hadley
ReNeil Hadley

GENERAL PARTNERS

DATED: Dec. 13, 1989 June R. McGavin
June R. McGavin

DATED: Nov. 28, 1989 R. Dean Robinson
R. Dean Robinson

DATED: Nov. 30, 1989 LaNea Adams
LaNea Adams

DATED: Dec. 4, 1989 ReNeil Hadley
ReNeil Hadley

LIMITED PARTNERS

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