

VII. The additional contributions, if any, agreed to be made by each Limited Partner and the times at which or the events on the happening of which they shall be made:

No Partner shall be required to make additional contributions to the Partnership. At any time the General Partners decide, the Partnership may request additional contributions from the Partners and, at such time each Partner may offer whatever amount he desires. The appropriate number of Units as decided by the General Partners, shall be allocated to each Partner who makes such additional capital contributions.

VIII. The Time, if agreed upon, when the contribution of each Limited Partner is to be returned:

The contribution of each Limited Partner will be returned upon dissolution and termination of the Partnership. Dissolution occurs upon the happening of any of the following events: (a) expiration of the term, (b) by mutual agreement of all General Partners and Limited Partners owning 66 2/3% or more of the interests owned by Limited Partners, (c) loss of the last surviving General Partner and (d) by operation of law.

IX. The share of profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution:

<u>Limited Partner</u>	<u>Share of Profit</u>
John M. Rohrbach	80%

X. The right, if given, of a Limited Partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution:

A Limited Partner is allowed to transfer his interest only upon one of the following conditions: (a) after an offer of the interest to the other Partners on the same terms and conditions as the proposed transaction, (b) the transfer by gift or devise to of the Partner's descendants, lineal or ancestral, or any trusts

for their benefit provided, however, that no transfers may be made of any interest to one's spouse, the spouse of any descendant or any trust for their benefit, or (c) the prior written consent of all the Partners.

- XI. The right, if given, of the Partners to admit additional limited partners:

New Partners (General or Limited) may be admitted to the Partnership upon the written consent of a Majority in Interest (66 2/3% or more of the Units owned) of the Partners.

- XII. The right, if given, of one or more of the Limited Partners to priority over other Limited Partners, as to contributions or as to compensation by way of income, and the nature of such priority:

No Limited Partner has priority over any other Limited Partner as to contributions or compensation.

- XIII. The right, if given, of the remaining General Partners or Partners to continue the business on the death, retirement or insanity of a General Partner:

In the event of a General Partner, death, retirement or insanity, the Partnership shall be continued with the remaining General Partners undertaking all of the duties and responsibilities previously exercised by all General Partners. Upon the death, retirement or insanity of the last remaining General Partner, the Partnership shall be dissolved, terminated and liquidated pursuant to the provisions of the Limited Partnership Agreement unless the Limited Partners representing a 66 2/3% or more interest in the Partnership agree in writing to continue the Partnership and a new General Partner is appointed.

XIV. The right, if given, of a Limited Partner to demand and receive property other than cash in return for his contribution:

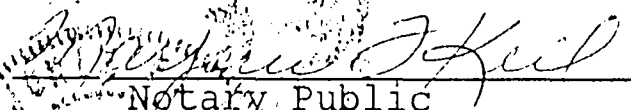
A Limited Partner does not have the right to demand or receive property other than cash in return for his contribution.

I, THE UNDERSIGNED, being the General Partner hereinafter named and acting under the power of attorney executed by the Partner of JMR FAMILY FARM, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 25th day of October, 1982.



John M. Rohrbach
General Partner

Subscribed and Sworn to before me this 25th day of October, 1982.



Notary Public

