

RECEIVED
SEC. OF STATE
AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
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COVINGTON BROTHERS, LIMITED PARTNERSHIP

We, the undersigned, desiring to amend and restate the Certificate of Limited Partnership of Covington Brothers, a Limited Partnership, which was originally recorded November 25, 1980, in the records of Madison County, Idaho, as Instrument No. 186568 pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby amend and restate said Certificate in its entirety and certify as follows:

1. The name of the partnership is Covington Brothers, Limited Partnership.

2. The general nature of the partnership business is:

(a) Farms and Ranches. To do all things reasonable and proper in the operation, acquisition and sale of farms and ranches.

(b) To carry on the Real Estate Business. To acquire by purchase, exchange, lease, hire or otherwise, real estate of every kind, character, and description whatever, wherever located, and interests of all kinds therein (i) to hold, own, develop, improve, manage, operate, let as lessor or sublessor, and mortgage such property, (ii) to sell and exchange such property and interests therein, (iii) to obtain, use, dispose of and deal in and with such property in every other manner, either alone or in conjunction with others, as partners, joint venturers or otherwise, and (iv) to carry on the business of managing agent, broker, finder, consultant and all other functions in connection therewith.

(c) To Transact other Business. To transact any and all other businesses for which limited partnerships may be formed under the laws of Idaho.

(d) To act on own Account or for Others. To accomplish any of the foregoing purposes for its own account or as nominee, agent or trustee for other individuals, partnerships, corporations or other entities.

3. The name and address of the agent for service of process upon the partnership shall be E. Blair Covington, 221 South, Third East, Rexburg, Idaho 83440.

4. The names and business addresses of each general and limited partner are as follows:

GENERAL PARTNERS

BUSINESS ADDRESS

E. Blair Covington

221 South, Third East
Rexburg, Idaho 83440

Brent E. Covington

1550 Alice Ave.
Idaho Falls, Idaho 83401

LIMITED PARTNERS

BUSINESS ADDRESS

Edward S. Covington

329 South, Fourth East
Rexburg, Idaho 83440

Letha Z. Covington

329 South, Fourth East
Rexburg, Idaho 83440

Joyce Covington

221 South, Third East
Rexburg, Idaho 83440

5. The amount of cash and a description and statement of the agreed value of the other property or service originally contributed by each partner is as follows:

<u>General Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
E. Blair Covington	\$902,130	Real estate
Brent E. Covington	\$902,130	Real estate

<u>Limited Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
Edward S. Covington and Letha Z. Covington	\$713,740	Real estate
Joyce Covington	\$ 72,000	Real estate

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

7. A limited partner may assign all or a portion of the partnership interest of said partner under the following conditions:

a. The assignee is the spouse or issue of the limited partner or all partners unanimously approve said assignment and the proposed assignee consents to such assignment; and

b. The assignee agrees to be bound by and become a party to the Partnership Agreement and the Buy-Out Agreement.

8. No partner of the partnership can assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or 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 Covington Brothers, Limited Partnership. The Buy-Out Agreement provides for the partnership or remaining partners to purchase the terminating partner's interest for a value as specified in a Certificate of Agreed Value or pursuant to appraisal with the purchase price to be paid over an extended term. The exact terms and conditions are found in the Buy-Out Agreement referred to herein. 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 upon termination of a partnership interest or in liquidation 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 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 written agreement of all partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any partner.

12. In the event of dissolution of the partnership, instead of winding up the partnership may be continued if the partnership or the remaining partners purchase the interest of the terminating partner and the partnership is reformed on that basis.

Dated this 11th day of Dec, 1985, at Idaho Falls,
Idaho.

E. Blair Covington
E. Blair Covington

Brent E. Covington
Brent E. Covington

GENERAL PARTNERS

Edward S. Covington by

E. Blair Covington
Edward S. Covington by E. Blair
Covington under Power of
Attorney

Letha Z. Covington by

E. Blair Covington
Letha Z. Covington by E. Blair
Covington, Legal Guardian

Letha Z. Covington

Brent E. Covington
Letha Z. Covington by Brent E.
Covington, Legal Guardian

Joyce Covington
Joyce Covington

LIMITED PARTNERS

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