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## RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

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Margaret A. Cox, Arnold W. Lee and Marilea E. Lee, the undersigned, formed a limited partnership on approximately the 6th day of March, 1980, under the name and style of C & L Investments.

A Certificate of Limited Partnership, properly executed and acknowledged, was filed of record in Canyon County, Idaho, on October 3, 1980, as Instrument No. 903316, records of Canyon County, Idaho.

This Restated Certificate of Limited Partnership is prepared in accordance with the provisions of and in compliance with Section 53-233, Idaho Code, and incorporates all amendments which have been made to the original certificate.

As required by Section 53-233, Idaho Code, the following information is stated as required by Section 53-202, Idaho Code:

1. The name of the partnership is C & L Investments.
2. The purpose of the partnership is:
  - (a) To acquire, improve, lease, operate, divide, sell or exchange real and personal property located within the State of Idaho, and to perform all acts necessary and ancillary thereto.
  - (b) To acquire, own, operate, sell or convey business enterprises located within the State of Idaho, including but not limited to the ownership and operation of motels, hotels, etc., and to perform all acts necessary and ancillary thereto.
3. The principal place of business of the partnership shall be located in Middleton, Canyon County, Idaho.
4. The names and places of residence of each member of the limited partnership are as follows:

(a) General partner -  
Margaret A. Cox

P.O. Box 42  
Middleton, Idaho 83644

(b) Limited partners -  
Arnold W. Lee

Route 1, Box 131  
Star, Idaho 83669

Marilea E. Lee

Route 1, Box 131  
Star, Idaho 83669

5. The partnership commenced on or about March 6, 1980, and is to continue for an indefinite term until dissolution occurs pursuant to terms of the Limited Partnership Agreement or until dissolved or terminated otherwise by law.

The Limited Partnership Agreement provides for dissolution:

(a) Upon the expiration of a six-month period after notice is given by any general or limited partner of their intent to retire from said partnership;

(b) Upon the death or insanity of any general or limited partner of the limited partnership.

6. The amount of cash initially contributed by the limited partners is:

Arnold W. Lee                      \$6,375.00

Marilea E. Lee                      6,375.00

No property other than cash has been contributed by any of the limited partners.

7. The limited partners may make additional contributions to the limited partnership only in amounts and at such times as agreed to by the general partner and all limited partners.

8. The contribution of the limited partner may be returned in whole or in part only upon dissolution of the partnership (see #5 above) according to the formulas set forth in the Limited Partnership Agreement. The amount to be received by the limited partners to be determined according to formula and the nature of dissolution as set forth in said Limited Partnership Agreement.

9. The limited partners shall share in the profits and losses of the partnership as follows:

Arnold W. Lee	37-1/2%
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Marilea E. Lee	37-1/2%
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Provided, however, that should additional contributions be made by a limited partner (see #7 above), the percentage profit and loss that each limited partner shall receive shall be redetermined according to the percentage which each partner's capital contributions bear to the total capital contributions.

The limited partner shall receive no other compensation by way of income by reason of said limited partner's contributions.

10. The limited partners are prohibited from assigning any of said limited partner's partnership interest in the limited partnership to any person without the consent of all limited and general partners.

11. Additional limited partners may only be admitted to the limited partnership upon the agreement of all limited and general partners.

12. No limited partner is accorded priority over other limited partners as to contributions or as to compensation by way of income except that the rights to share in profits and losses may vary between limited partners according to the amount of their capital contributions (see #9 above).


13. Upon the dissolution of the partnership for any reason, the partners receiving the notice of dissolution shall have the right to purchase the withdrawing partner's share according to a formula utilizing the fair market value of the partnership property.

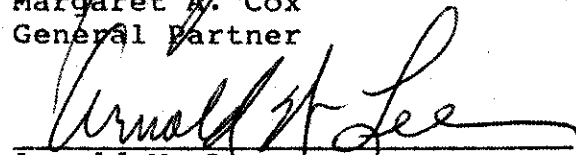
14. Upon dissolution a limited partner shall receive:

(a) Cash if said limited partner's interest is purchased by another partner or partners (see #13 above);

(b) Cash, proceeds from sale of assets and specific property, if any, contributed to the limited partnership by said limited partner (if still owned by the limited partnership) to the extent of said limited partner's capital account.

IN WITNESS WHEREOF, the parties hereto hereby sign and certify this certificate and the statements contained herein the 2nd day of January, 1982.

  
Margaret A. Cox  
General Partner

  
Arnold W. Lee  
Limited Partner

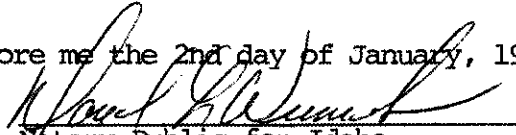
  
Marilea E. Lee  
Limited Partner

STATE OF IDAHO )  
 ) ss.  
County of Canyon)

On this 2nd day of January, 1982, before me, the undersigned, a notary public in and for said State, personally appeared MARGARET A. COX, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.

SUBSCRIBED AND SWORN to before me the 2nd day of January, 1982.


  
Notary Public for Idaho  
Residing at Meridian, Idaho

STATE OF IDAHO )  
 ) ss.  
County of <sup>ADA</sup> Canyon)

On this 2nd day of January, 1982, before me, the undersigned, a notary public in and for said State, personally appeared ARNOLD W. LEE and MARILEA E. LEE, known to me to be the persons whose names are subscribed 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.

SUBSCRIBED AND SWORN to before me the 2nd day of January, 1982.

  
Notary Public for Idaho  
Residing at Boise, Idaho