

AUG 25 8 41 AM '83  
SECRETARY OF STATE

RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

OF

HUNTSINGER FAMILY PARTNERSHIP

The undersigned, desire to form a limited partnership pursuant to the laws of the State of Idaho and being all of the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. That a Certificate of Limited Partnership was duly recorded with the Ada County Recorded on January 7, 1980, as Instrument #8001011, records of Ada County.

2. The name of the limited partnership is Huntsinger Family Partnership.

3. The character of the business of the partnership is as follows: Farming and ranching.

4. The location of the business is Route #2, Kuna, Idaho.

5. The name and address of the registered agent is Margaret E. Huntsinger, Route #2, Kuna, Idaho 83634.

6. The names and address of the general and limited partners are as follows:

General Partner:

Margaret E. Huntsinger  
Route #2  
Kuna, Idaho 83634

Limited Partners

Clara E. Huntsinger Gray  
2501 S. Cloverdale  
Boise, Idaho 83705

Doris M. Huntsinger Wheeler  
8160 S. Eagle  
Meridian, Idaho 83642

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Earl C. Huntsinger  
3208 College  
Caldwell, Idaho 83605

7. The present interests of the partners are as follows, to wit:

General Partner

Margaret E. Huntsinger	52%
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Limited Partners

Clara E. Huntsinger Gray	16%
Doris M. Huntsinger Wheeler	16%
Earl C. Huntsinger	16%

8. A limited partner is not required to make any additional contributions to the partnership.

9. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the another limited partner and the general partners.

10. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

(a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and the expenses of liquidation including a sales commission to the selling agent, if any;

(b) To the payment of the debts and liabilities of the Partnership to the Partners;

(c) To the setting up of any reserves which the General Partner deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. Said reserves shall be paid over by the Partners to a commercial bank to be designated by the General Partner, as Escrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partner shall deem advisable, to

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distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the Class A limited partner to the extent of his/her net credit balances in his/her capital and current undistributed profits accounts;

(e) To the Class B limited partner to the extent of his/her net credit balances in his/her capital and current undistributed profits account;

(f) To the General Partner in equal proportions if there is not a sufficient amount to return all capital contributions to the Partners, they shall share pro rata in the losses in the same proportion;

(g) In the event of liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal work, selected by a majority of the Partnership interest and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subparagraph of this Paragraph, if such property were sold;

(h) A reasonable time as determined by the General Partner, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partner to minimize any losses attendant upon liquidation.

11. No limited partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the general partners deem it in the best interests of the partnership, a distribution may be made to the partners in kind in accordance with the provisions of the Articles of Limited Partnership of Huntsinger Family Partnership, dated January 3, 1980. No limited partner is given priority over another limited partner as to return of contribution or income; except that, as among the limited partners, in any allocation of return of contribution or income to the limited partners, each limited partner shall share in the allocation in the proportion that his number of partnership units as a limited partner bears to the total number of partnership units held by limited partners.

12. The partnership shall commenced on January 3, 1980, and shall continue until terminated as provided in the Articles of Limited Partnership of Huntsinger Family

Partnership, dated January 3, 1980. The business of the partnership may be continued upon the death, retirement or insanity of a general partner if the remaining partners agree to continue the partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 23rd day of August, 1983.

Margaret E. Huntsinger  
Margaret E. Huntsinger

"General Partner"

Clara E. Huntsinger Gray  
Clara E. Huntsinger Gray

Doris M. Huntsinger Wheeler  
Doris M. Huntsinger Wheeler

Earl C. Huntsinger  
Earl C. Huntsinger

"Limited Partners"

SUBSCRIBED AND SWORN to before me this 23rd  
day of August, 1983.

(SEAL)

Kimberly S. Sicker  
Notary Public for Idaho