

RESTATED CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
SHIVELY BROTHERS

STATE OF IDAHO )  
County of Jefferson ) ss.

We, the undersigned, desiring to set forth the Certificate of Limited Partnership of SHIVELY BROTHERS as it exists on this date do hereby certify to the Secretary of State of the State of Idaho that the following sets forth the Certificate of Limited Partnership of SHIVELY BROTHERS as of the date hereof and that the Restated Certificate of Limited Partnership supersedes the original Certificate of Limited Partnership and all amendments thereto.

1. The name of the partnership is Shively Brothers.
2. The general nature of the partnership business is:  
To own, lease, and operate ranching and farming properties and related business as well as engage in all other lawful business activities.
3. The principal place of business of the partnership is in Jefferson County, Idaho.

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

GENERAL PARTNERS

PLACE OF RESIDENCE

William D. Shively

Terreton, Idaho 83450

James D. Shively

Terreton, Idaho 83450

LIMITED PARTNERS

PLACE OF RESIDENCE

William D. Shively

Terreton, Idaho 83450

James D. Shively

Terreton, Idaho 83450

5. The term of the partnership commenced on the 18th day of April, 1981, and shall continue indefinitely until terminated in the manner provided in the Articles of Partnership.

6. A description of the existing capital ownership of each partner is as follows:

<u>General Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Property Contribution</u>
William D. Shively	400	40%	\$160,000.00
James D. Shively	400	40%	\$160,000.00

  

<u>Limited Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Property Contribution</u>
William D. Shively	100	10%	\$ 40,000.00
James D. Shively	100	10%	\$ 40,000.00
TOTAL	200	20%	\$ 80,000.00

7. The net profits of the partnership shall be divided among all Partners in proportion to their partnership units.

8. There is no agreement concerning the making of additional contributions by any limited partner, nor is there any agreement concerning the time when the contribution of any limited partner is to be returned.

9. A limited partner may substitute his spouse, children, issue, siblings, or any member of his family, or a trust, corporation, or legal entity created primarily for the benefit of such persons, without the consent or approval of the partners. Any other substitution of a limited partner requires the consent of a majority of the general partners.

10. Additional limited partners may be admitted only upon the consent of a majority of the general partners.

11. There are no priorities between the limited partners as to contributions or as to compensation by way of income.

12. In the event of the death or retirement of any general or limited partner, the partnership shall be dissolved, but the remaining partners shall have the right to continue the partnership business by purchasing the deceased or retiring partner's interest in the partnership at a value to be determined by appraisal to be made by three appraisers.

13. The original Certificate of Limited Partnership was filed in the records of Clark County, Idaho on the 19th day of May, 1981, and in the records of Jefferson County, Idaho on the 24th day of May, 1981.

DATED this 28<sup>th</sup> day of April, 1982.

GENERAL PARTNERS

William H. Shively  
William D. Shively

James D. Shively  
James D. Shively

LIMITED PARTNERS

William H. Shively  
William D. Shively

James D. Shively  
James D. Shively

Subscribed and sworn to before me this 28<sup>th</sup> day of April, 1982.

(seal)

Robert M. Saunders  
Notary Public for Idaho  
Residing at Mud Lake, Id.  
My Commission Expires: 3/11/83