

RESTATED CERTIFICATE OF LIMITED PARTNERSHIP
OF
NILL PROPERTIES, LTD.

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 Recorder on December 31, 1981, as Instrument #8154967, records of Ada County.

2. The name of the limited partnership is Nill Properties, Ltd.

3. The character of the business of the partnership is as follows: Management of real estate investments.

4. The location of the business is 321 South Roosevelt, Boise, Idaho 83705.

5. The name and address of the registered agent is Kenneth J. Nill, 1600 Ridgecliff Lane, Boise, Idaho 83702.

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

General Partners:

Kenneth J. Nill
1600 Ridgecliff Lane
Boise, Idaho 83702

Maxine L. Nill
1600 Ridgecliff Lane
Boise, Idaho 83702

Condrad R. Nill
1713 W. Boise Ave.
Boise, Idaho 83706

Kenneth J. Nill, Jr.
2011 N. 16th
Boise, Idaho 83706

Class "A" Limited Partners

Kenneth J. Nill
1600 Ridgecliff Lane
Boise, Idaho 83702

Maxine L. Nill
1600 Ridgecliff Lane
Boise, Idaho 83702

7. There are 1,250 general partnership units having an initial value of \$100.00 per unit. There are 1,250 limited partnership units each having an initial value of \$100.00 per unit. The members of the partnership and the number of units which each partner owns are as follows:

<u>NAME</u>	<u>CONTRIBUTED PROPERTY</u>	<u>AGREED VALUE</u>	<u>NUMBER OF UNITS</u>
<u>General Partners</u>			
Kenneth J. Nill & Maxine L. Nill, husband and wife	See Exhibit "A"	\$ 33,000.00	330
Condrad R. Nill	None	46,000.00	460
Kenneth J. Nill, Jr.	None	46,000.00	460
<u>Limited Partners</u>			
Kenneth J. Nill & Maxine L. Nill, husband and wife,	See Exhibit "A"	\$125,000.00	1,250

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 Partners deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners 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 Partners, 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 Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the Limited Partner to the extent of his/her net credit balances in his/her capital and current undistributed profits accounts;

(e) To the General Partners 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;

(f) 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;


(g) A reasonable time as determined by the General Partners, 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 Partners 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 Nill Properties, Ltd. Limited Partnership Agreement, dated December 31, 1981. 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 commence on December 31, 1981, and shall continue until terminated as provided in the Nill Properties, Ltd. Limited Partnership Agreement, dated December 31, 1981. 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.

13. Pursuant to paragraph 16 entitled "Power of Attorney" of the Nill Properties, Ltd. Limited Partnership Agreement, each limited partner has given each general partner and each general partner has given the other general partners the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 14th day of December, 1983.


Kenneth J. Nill
General Partner

SUBSCRIBED AND SWORN to before me this 14th
day of December, 1983.

(SEAL)


Notary Public for Idaho

RESTATED CERTIFICATED
OF LIMITED PARTNERSHIP-4

TRACT I

All of Tract "G" of Clark's Subdivision, according to the plat thereof recorded in Book 8 of Plats at page 352, records of the Ada County Recorder, EXCEPT the Northerly Seventy-two feet thereof measured parallel to the Northerly boundary line of said Tract "G",

Together with all appurtenances thereon or appertaining thereto of every kind and nature.

TRACT II

Commencing at the corner common to Sections 8, 9, 16 and 17 in T. 3 N., R. 2 E., B.M., Ada County, Idaho, running thence South 0°11' West on the Section Line 840.2 feet; thence North 85°01' West 318.19 feet; thence South 0°11' West 424.612 feet to the real point of beginning; running thence South 0°11' West 141.538 feet; thence South 89°58' East 317 feet to the Section line; thence North 0°11' East along section line 134.675 feet; thence Westerly to the place of beginning; also the following described

property, to-wit; Commencing at a point in the center of the road on section line South 0°11' West 1105 feet from the Northeast corner of Section 17, T. 3 N., R. 2 E., B.M., running thence South 66 feet to the real place of beginning; thence running West 317 feet; thence running South 70 feet 6 inches; thence running East 317 feet; thence North to the real place of beginning, except Ditch and Road rights-of-way.

EXHIBIT "A"