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SECRETARY OF STATE

RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

of

BART AND ALICE ROBERTS LIMITED PARTNERSHIP

ARTICLE I. FORMATION OF LIMITED PARTNERSHIP

Section 1.1 Agreement. The parties agree to the terms of this certificate, form a Limited Partnership pursuant hereto and under the provisions of the Idaho Uniform Limited Partnership Law, Title 53, Chapter 2, Idaho Code, and certify to the formation of the Limited Partnership.

This Restated Certificate of Limited Partnership amends that certain Certificate of Limited Partnership, filed in behalf of Bart Roberts Limited Partnership, recorded in the records of Madison County, Idaho, on December 31, 1981, as Instrument No. 192071. This Restated Certificate of Limited Partnership is also a certification on the part of all partners to a continuance of the partnership.

ARTICLE II. NAME, CHARACTER OF BUSINESS, LOCATION AND TERM.

Section 2.1 Name. The name of the Limited Partnership is: BART AND ALICE ROBERTS LIMITED PARTNERSHIP

Section 2.2 Character of Business. The character of the business of the Limited Partnership is:

Own, operate, sell and lease farm ground and fertilizer plant facilities.

Section 2.3 Registered Agent.

The name and address of the registered agent of the limited partnership, for service of process, as required by Idaho Code, Section 53-204, is:

Bart Roberts
Newdale, ID 83436

Section 2.4 Principal Place of Business. The principal place of business of the partnership has the following location and post office address:

Newdale, ID 83436

Section 2.5 Other Place of Business. The address of each other place of business of the partnership:

None

Section 2.6 Term. The partnership commenced December 31, 1981, and shall continue until terminated as hereinafter provided.

ARTICLE III. PARTNERS, CONTRIBUTIONS, UNITS, WITHDRAWALS AND LOANS

Section 3.1 General Partner. The name and residence of each general partner, the amount of cash and a description and agreed value of other property contributed by each, and the number of units of each in the Limited Partnership, are as follows:

Name and Residence	Contribution Item Amount	Number
Bart E. Roberts Newdale, ID 83436	7.6923% interest in real property located in Madison County, Idaho \$5,000.00	50
Alice C. Roberts Newdale, ID 83436	7.6923% interest in real property located in Madison County, Idaho \$5,000.00	50

Section 3.2 Limited Partner. The name and residence of each limited partner, the amount of cash, and a description and agreed value of other property contributed by each, and the number of units of each in the Limited Partnership, are as follows:

Name and Residence	Contribution Item Amount	Number
Shuree D. Roberts Newdale, ID 83436	16.9231% interest in real property located in Madison County, Idaho \$11,000.00	110
Danielle Roberts Newdale, ID 83436	16.9231% interest in real property located in Madison County, Idaho \$11,000.00	110
Erleigh Roberts Newdale, ID 83436	16.9231% interest in real property located in Madison County, Idaho \$11,000.00	110
Brian Bart Roberts Newdale, ID 83436	16.9231% interest in real property located in Madison County, Idaho \$11,000.00	110

Andrew E. Roberts	16.9231% interest in real	110
Newdale, ID 83436	property located in Madison	
	County, Idaho	
	\$11,000.00	

J. LEIGH CHANTRILL and ERNA CHANTRILL, on December 31, 1981, gave to each of the above general partners 50 fixed units, and to each limited partner 50 growth units of interest in said partnership, representing a proportionate percentage of interest in the described real estate which was on said day, December 31, 1981, deeded by J. Leigh Chantrill and Erna Chantrill to this Limited Partnership.

Thereafter and on January 1, 1982, the said J. Leigh Chantrill and Erna Chantrill, and each of them, gave to each limited partner above named 30 growth units (15 by each of them) of interest in said partnership and on the same day sold to the partnership 150 growth units (75 by each of them) of interest in said partnership, resulting, by all of said transactions, in the total units and percentage of interest in the property owned by said partnership shown above opposite the names of all partners.

Section 3.4 Additional Contributions. It is covenanted and agreed that additional contributions shall be made to the limited partnership as follows:

None required by this agreement.

Section 3.5 Return of Contributions. It is covenanted and agreed that the limited partnership shall return, and the limited partners shall withdraw, capital contributions as follows:

None required by this clause.

Section 3.6 Loans by Partners. Any partner with consent of the partnership may loan money to the partnership, from time to time, with the amount, interest, terms and repayment to be evidenced by a written note or agreement.

Section 3.7 Transfers of Units in Partnership. Each partner has the right to assign any unit or units of partnership interest to any other partner, limited or general, of the

partnership. No consent of the general partners and no amendment of this certificate shall be required for any such transfer; however, notice in writing of the transfer must be given to the partnership by personal delivery to the general partner or by mailing the same to the mailing address for the partnership. Transferee partner becomes, for all purposes, a substituted general or limited partner, as the case may be, as to the transferred unit or units.

Section 3.8 Spouses of Partners. The following is a schedule showing the spouse of each married partner, who is not also a named partner herein, and describing the nature of the partnership interest as to whether it is the separate property of the partner or community property of the partner and spouse:

Partner	Spouse	Nature of Interest
NONE		

Section 3.9 Distribution of Earnings. The general partner shall have the right to determine the reasonable needs of the business as justifying not distributing part or all of earnings, but notice in writing of such determination, with the reasons therefor, must be given to each partner with ten days after the determination.

Section 3.10 No Priority. No limited partner shall have any priority over any other limited partner whether as to future contributions, compensation, return of investment or otherwise.

Section 3.11 No Right to Property. No limited partner shall have any right to demand or receive property in return for his contribution.

Section 3.12 Allocations. Profits, losses, investment tax credits and other tax credits and allocations shall be allocated on a prorata basis as between the general and limited partners as their percentage of interest in the partnership, either as a general or limited partner, is shown herein or any amended version of this partnership agreement.

ARTICLE IV. MANAGEMENT

Section 4.1 General Partners. The general partners shall have the full management of the partnership business and shall devote such time as is necessary to the conduct of the partnership business.

Section 4.2 Specific Powers of the General Partners. The general partners shall have all the powers conferred upon a general partner by law and may specifically have the power, without the necessity of obtaining any consent whatsoever from the limited partners, to:

- a. Borrow or lend money on behalf of the partnership.
- b. Sell, assign or pledge its interest in the partnership.
- c. Execute any deed, security agreement, mortgage, deed of trust, bond, guaranty, surety agreement, lease, contract of sale of real estate, contract of sale of other property out of the ordinary course of business, confession of judgment, or assignment for the benefit of creditors.
- d. Assign, transfer, pledge, compromise, or release any of the claims of or debts due the partnership or arbitrate or consent to arbitration of any of the disputes or controversies of the partnership.

Section 4.3 Limited Partners. The limited partners shall take no part in the conduct or control of the partnership business and shall have no right or authority to act for, or bind, the partnership.

ARTICLE V. DISSOLUTION; CONTINUANCE OF BUSINESS

Section 5.1 Dissolution. Death, bankruptcy or insanity of a general partner shall work an immediate dissolution of the partnership. Upon dissolution of the partnership for any of the above reasons, or for any reason provided by the law, the partnership shall proceed with reasonable promptness to liquidate and terminate the partnership business, settle its accounts, and wind up its affairs as provided by law.

ARTICLE VI. ADMINISTRATIVE PROCEDURES

Section 6.1 Books of Account. Adequate books of account shall be kept at all times under supervision of a general partner designated by the general partners. Such books shall be open to inspection by any partner, or his accredited representative, at any reasonable time. The books of account shall be examined and reviewed at the close of each fiscal year by an independent public accountant designated by the partnership, and he shall make a report thereon.

Section 6.2 Fiscal Year.

The fiscal year of the partnership shall be the calendar year from January 1 to December 31 in each year.

Section 6.3 Banking. All funds of the partnership are to be deposited in its name in such checking account or accounts as shall be determined by the general partners.

Section 6.4 Salaries. Any general partner may be paid a salary or management fee for services rendered to the partnership. No salary or management fee shall be paid that is not fair and reasonable, and that is not unanimously approved by all general partners. Notice of an intended salary or management fee (or any change thereof after such salary or fee be once determined) must be given in writing to each limited partner with an explanation for the basis of establishing the salary or fee. If any limited partner objects to the salary or fee as being unfair or unreasonable, then the determination of a reasonable salary or fee shall be made by arbitration. The general partners shall appoint an arbitrator, the limited partners shall appoint an arbitrator by majority vote of all units held by the limited partners, and the two arbitrators shall jointly appoint a third arbitrator, and the three arbitrators shall determine by majority vote the reasonable fee or salary to be allowed.

If the arbitrators approve the fee or salary previously set by the general partners, then the limited partner requesting the arbitration shall pay the fee of the arbitra-

tors. If the arbitrators reduce that fee or salary, then the general partners shall pay the fee of the arbitrators.

Section 6.5 Further Instruments. Each party hereto shall execute such further instruments and shall perform such additional acts as are necessary to effectuate this partnership and to carry on its business.

Section 6.6. Limited Liability. No limited partner shall be liable for any debts and obligations of the partnership whatsoever. The risk of each limited partner in the partnership is strictly restricted to the contributions of the limited partner to the partnership as recited herein.

Section 6.7 Amendments. This certificate and agreement of limited partnership may only be amended by a new certificate and agreement duly executed and sworn to by all general and limited partners and properly recorded as required by law.

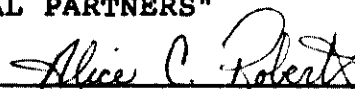
ARTICLE VII. EXECUTION OF CERTIFICATE

Section 7.1 Execution of Certificate. All partners, general and limited, hereby authorize the general partners to execute in behalf of the partnership and all partners a Certificate of Limited Partnership for this partnership and to cause the same to be filed for record in Madison County, Idaho, and any other filings that may be necessary or convenient, as determined by the general partners.

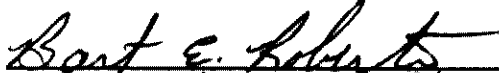
IN WITNESS WHEREOF, The parties have executed this agreement and each party hereto, being first duly sworn, verifies the truth of each statement in the foregoing certificate of limited partnership this 3rd day of May, 1983.

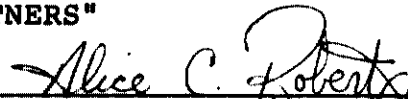
"GENERAL PARTNERS"


Bart E. Roberts


Alice C. Roberts

"LIMITED PARTNERS"

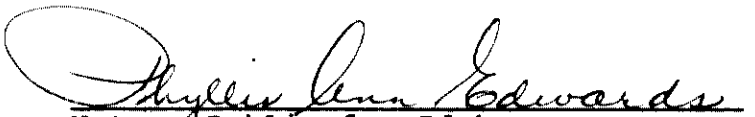




Bart E. Roberts and Alice C. Roberts, as Trustees in Trust for: Shuree D. Roberts, Danielle Roberts, Eraleigh Roberts, Brian B. Roberts and Andrew E. Roberts

STATE OF IDAHO,)
 ss.
County of Madison.)

Subscribed, sworn to and acknowledged before me, the undersigned, a Notary Public in and for said State, by BART E. ROBERTS and ALICE C. ROBERTS, individually and as Trustees in Trust for Shuree D. Roberts, Danielle Roberts, Eraleigh Roberts, Brian B. Roberts and Andrew E. Roberts, this 31st day of May, 1983.


Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission is for Life