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AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP
OF

T & J SMITH ENTERPRISES, LIMITED PARTNERSHIP

We, the undersigned, desiring to amend and restate the Certificate of Limited Partnership of T & J Smith Enterprises, Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the Partnership is T & J SMITH ENTERPRISES, LIMITED PARTNERSHIP.
2. The general character of the Partnership business is to own, sell, lease, develop and operate investment and development properties and related businesses.
3. The name and address of the agent for service of process upon the Partnership shall be Thane Smith, 26th West, 3140 North, Idaho Falls, Idaho 83402.
4. The names and business addresses of each General and Limited Partner are as follows:

GENERAL PARTNERS

Thane W. Smith

June E. Smith

BUSINESS ADDRESS

26th West, 3140 North
Idaho Falls, Idaho 83402

26th West, 3140 North
Idaho Falls, Idaho 83402

LIMITED PARTNERS

Zelda LaRell Smith

Doug Dameron as custodian
for Roetta DaNell Smith,
Rachel June Smith, Shelly
Jean Smith, Sarah Jane
Smith, Golden Thane

BUSINESS ADDRESS

26th West, 3140 North
Idaho Falls, Idaho 83402

P. O. Box 51
Idaho Falls, Idaho 83402

Smith, Rebecca JaNene
 Smith, Nathan England
 Smith, Adam Warren Smith,
 Jamie LaRane Smith and
 Tharon LaVell Smith under
 the Idaho Uniform Gifts to
 Minors Act and under the
 Idaho Uniform Transfers to
 Minors Act

Doug Dameron as custodian
 for Tyson Lane Smith
 under the Idaho Uniform
 Transfers to Minors Act

P. O. Box 51
 Idaho Falls, Idaho 83402

5. The amount of cash and a description and statement of
 the agreed value of the other property or labor or services
 originally contributed by each partner is as follows:

<u>General Partners</u>	<u>Agreed Value or Amount of Cash</u>	<u>Description of Capital</u>
Thane W. Smith	\$ 3,120.00	real estate
June E. Smith		
 <u>Limited Partners</u>		
Zelda LaRell Smith	\$15,990.00	real estate
 Doug Dameron as custodian for Roetta DaNell Smith under the Idaho Uniform Gifts to Minors Act	\$13,065.00	real estate
 Doug Dameron as custodian for Roetta DaNell Smith under the Idaho Uniform Transfers to Minors Act	\$ 2,925.00	real estate
 Doug Dameron as custodian for Rachel June Smith under the Idaho Uniform Gifts to Minors Act	\$13,065.00	real estate

Doug Dameron as custodian
for Rachel June Smith
under the Idaho Uniform
Transfers to Minors Act \$ 2,925.00 real estate

Doug Dameron as custodian
for Shelley Jean Smith
under the Idaho Uniform
Gifts to Minors Act \$13,065.00 real estate

Doug Dameron as custodian
for Shelley Jean Smith
under the Idaho Uniform
Transfers to Minors Act \$ 2,925.00 real estate

Doug Dameron as custodian
for Sarah Jane Smith
under the Idaho Uniform
Gifts to Minors Act \$13,065.00 real estate

Doug Dameron as custodian
for Sarah Jane Smith
under the Idaho Uniform
Transfers to Minors Act \$ 2,925.00 real estate

Doug Dameron as custodian
for Golden Thane Smith
under the Idaho Uniform
Gifts to Minors Act \$13,065.00 real estate

Doug Dameron as custodian
for Golden Thane Smith
under the Idaho Uniform
Transfers to Minors Act \$ 2,925.00 real estate

Doug Dameron as custodian
for Rebecca JaNene Smith
under the Idaho Uniform
Gifts to Minors Act \$13,065.00 real estate

Doug Dameron as custodian
for Rebecca JaNene Smith
under the Idaho Uniform
Transfers to Minors Act \$ 2,925.00 real estate

Doug Dameron as custodian
for Nathan England Smith
under the Idaho Uniform
Gifts to Minors Act \$13,065.00 real estate

Doug Dameron as custodian
for Nathan England Smith
under the Idaho Uniform
Transfers to Minors Act \$ 2,925.00 real estate

Doug Dameron as custodian
for Adam Warren Smith
under the Idaho Uniform
Gifts to Minors Act \$13,065.00 real estate

Doug Dameron as custodian
for Adam Warren Smith
under the Idaho Uniform
Transfers to Minors Act \$ 2,925.00 real estate

Doug Dameron as custodian
for Jamie LaRane Smith
under the Idaho Uniform
Gifts to Minors Act \$13,065.00 real estate

Doug Dameron as custodian
for Jamie LaRane Smith
under the Idaho Uniform
Transfers to Minors Act \$ 2,925.00 real estate

Doug Dameron as custodian
for Tharon LaVell Smith
under the Idaho Uniform
Gifts to Minors Act \$13,065.00 real estate

Doug Dameron as custodian
for Tharon LaVell Smith
under the Idaho Uniform
Transfers to Minors Act \$ 2,925.00 real estate

Doug Dameron as custodian
for Tyson Lane Smith
under the Idaho Uniform
Transfers to Minors Act \$15,990.00 real estate

6. There is no requirement for making additional
contributions by any partner.

7. A Limited Partner may only assign all or a portion of his interest under one of the following cases:

(i) With the written approval of general partners owning a majority of the general partnership capital units;

(ii) A limited partner shall have the power to assign all or any portion of his units of ownership of the partnership to his spouse, children, issue, siblings, or any member of his family, or to any trust, corporation or legal entity created primarily for the benefit and protection of such limited partner, and/or his spouse and, and/or any member of his family. Such assignment shall not require the consent or approval of the partnership or any member thereof and shall not be subject to the provisions of subparagraph (iii) below;

(iii) A limited partner may sell his partnership interests but only after he has first offered it to the partnership as follows:

The limited partner shall give written notice to the partnership and each partner that he desires to sell his interest. He shall attach to that notice the written offer of a prospective purchaser to buy that interest. This offer shall be complete in all details of purchase price and terms of payment. The limited partner shall certify that the offer is genuine and in all respects what it purports to be.

For thirty (30) days from mailing by certified mail of the written notice from the limited partner, the partnership shall have the option to retire the interest of the limited partner at the price and on the terms contained in the offer submitted by the limited partner.

If the partnership does not exercise the option to acquire such partnership interest within said thirty (30) day period, then during the next ensuing ten (10) days, any general or limited partner shall have the option to purchase the interest of the selling limited partner at the price and on the terms contained in said written offer. If more than one general or limited partner exercises said option, they shall have the right to purchase such interest in proportion to the units of partnership interest of all types held by the partners exercising such option.

If the partnership and partners do not exercise such option to acquire the interest of a limited partner within said forty (40) day period, the limited partner shall be free to sell his partnership interest to the prospective purchaser for the price and on the terms contained in the offer submitted by the limited partner. In the event of such sale, the purchaser shall be admitted to the partnership as a limited partner. The addition of any new limited partner shall be effective only upon the amendment of these articles reflecting such addition, and upon the filing of a Certificate of Limited Partnership with the Idaho Secretary of State's Office.

8. A partner may not terminate his membership in the Limited Partnership except pursuant to the provisions of paragraph 19 and 22 of the Limited Partnership Agreement. A copy of said agreement is held by the registered agent of the partnership. The amount of or the method of determining the distribution to which a terminating partner may be entitled respecting his partnership interests and the terms and conditions of the termination and distribution are found in paragraphs 19 and 20 of the Articles of Limited Partnership which are on file with the registered agent of the partnership.

9. No partner has the right to receive distributions of property or cash, except distributions of available funds approved by a majority vote of the General Partners of the Partnership.

10. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The General Partners by majority vote have the right to determine what distributions will be made to the partners.

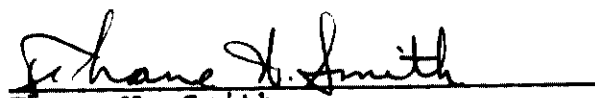
11. The Partnership is to be dissolved and its affairs wound up upon the unanimous written consent of the General Partners and Limited Partners owning a majority of the outstanding partnership units owned by Limited Partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any General Partner.

12. In the event of dissolution of the Partnership, instead of winding up, the Partnership may be continued under the following conditions:

a. With the consent of the terminating General Partner if he be alive and competent, or otherwise by his successor in interest, and with the unanimous consent of all the General Partners or if there be no remaining General Partners, Limited Partners owning more than fifty percent (50%) of the outstanding Partnership units owned by Limited Partners, the interest of the terminating General Partner may be converted from a general Partnership interest to a limited Partnership interest and the Partnership reformed on that basis. The converted interests shall be entitled to the same interest in profits and losses or distributions as the interest such partner had as a General Partner. If there are no remaining General Partners a new General Partner or partners shall be selected from the Limited Partners by a majority vote of the Limited Partners and the interest of the Limited Partners or partners so chosen shall be converted to general Partnership interest. The converted interests shall be entitled to the same interest in profits and losses or distributions as the interest such partner had as a Limited Partner; or

b. The Partnership or remaining partners may purchase the interest of the terminating General Partner under the terms of the Partnership Agreement paragraphs 18, 22, and 23 a copy of which is on file with the registered agent of the Partnership.

Dated this 12th day of Nov., 1985.


Thane W. Smith


June E. Smith
GENERAL PARTNERS

LaRel Smith
Zelda LaRel Smith

Doug Dameron
Doug Dameron as custodian for
Roetta DaNell Smith under the
Idaho Uniform Gifts to Minors
Act and the Idaho Uniform Transfers
to Minors Act

Doug Dameron
Doug Dameron as custodian for
Rachel June Smith under the
Idaho Uniform Gifts to Minors
Act and the Idaho Uniform Transfers
to Minors Act

Doug Dameron
Doug Dameron as custodian for
Shelly Jean Smith under the
Idaho Uniform Gifts to Minors
Act and the Idaho Uniform Transfers
to Minors Act

Doug Dameron
Doug Dameron as custodian for
Sarah Jane Smith under the
Idaho Uniform Gifts to Minors
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Doug Dameron
Doug Dameron as custodian for
Tyson Lane Smith under the
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LIMITED PARTNERS

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