



BARBARA MOYLE	Route 1 Filer, Idaho 83328
EMMETT ALLEN MOYLE as Trustee for Tina Moyle	Route 1 Filer, Idaho 83328
DEAN MOYLE	Route 1 Filer, Idaho 83328
EMMETT ALLEN MOYLE	Route 1 Filer, Idaho 83328.

(f) Value of Contributions: The amount of cash and description of the agreed value of the property and/or labor of services contributed by each partner is as follows:

One Million Dollars (\$1,000,000.00) in real and personal property was contributed to the partnership as follows:

(a) General Partners:

JAY MOYLE	\$ 50,000.00
BARBARA MOYLE	\$ 50,000.00

(b) Limited Partners:

JAY MOYLE	\$317,500.00
BARBARA MOYLE	\$317,500.00
EMMETT ALLEN MOYLE	\$120,000.00
DEAN MOYLE	\$120,000.00
TINA MOYLE	\$ 25,000.00.

(g) Additional Contributions: That times at which were events on the happening of which any additional contributions agreed to be made by each partner are as follows: A general partner may make additional contributions to the capital of the partnership in such amounts as may from time to time be agreed to by the partners. No limited partner shall have any obligation to make any additional contributions to the partnership and each limited partner may make additional contributions to the capital of the partnership in such amounts as may from time to time be agreed to by the partners.

(h) Power of Limited Partner: Any limited partner may, at any time, assign part or all of his rights to the

WESS, BURTON, CARLSON, PEDERSEN & PAINE  
ATTORNEYS AT LAW  
188 SECOND AVENUE NORTH  
BOX 1788  
TWIN FALLS, IDAHO 83201  
PHONE 734-4480

profits or proceeds payable or distributable to him or her's limited partner; provided, however, in the event a limited partner desires to sell part or all of his or her partnership interest to a new or existing limited partner, he or she shall first offer to sell such interest pro rata to those limited partners who desire to acquire such partnership interest, for the same price and on the same terms of any bonafide offer received by such limited partner to one or more of any existing limited partners, to one or more of his or her adult children, or to a trust for one or more of his or her minor children or grandchildren.

(i) Terms of Termination of Partnership Interest:

(1) A general partner, upon thirty (30) days written notice to all partners may terminate the partnership;

(2) A limited partner who is not a general partner may withdraw an amount equal to his or her capital account and drawing account as of the expiration of any accounting year of the partnership if:

(i) Said partner is given twelve (12) months prior written notice of the intention to withdraw all of his or her interest to the limited partners and general partners at the principal place of the office of the partnership; and

(ii) All liabilities of the partnership have been paid or provision has been made for their payment or that there would remain sufficient assets for the payment of such liabilities; and

(iii) Said payment to be made in cash and at the option of the general partner and may be paid in equal yearly installments of three (3) years, with interest to be paid thereon at the New York prime rate, plus one, on the unpaid balance during the liquidation period.

(3) A limited partner who is a general partner shall not have the right to withdraw his or her capital contribution to the capital of the partnership except upon the death of such limited partner and, then the successor in interest shall have the right to withdraw a part of such limited partnership's contribution.

(j) Distribution of Assets and/or Proceeds: No distribution of cash proceeds shall be made annually out of net profits in excess of cash needed to be retained for reasonable needs of the partnership business. The same shall be paid out in the same proportion as the limited partners are entitled to share net profits. Except upon dissolution of partnership, no distribution of cash or other

WEBB, BURTON, CARLSON, PEDERSEN & PAINE  
ATTORNEYS AT LAW  
188 SECOND AVENUE NORTH  
BOX 1788  
TWIN FALLS, IDAHO 83301  
PHONE 734-4480

partnership property may be made to a partner in excess of his balance in his or her net worth account at that time. Upon the sale of all or substantially all of the properties contributed as the capital of the partnership, the general partners shall, after payment of all debts and obligations, forthwith distribute to each partner his or her proportionate share of cash as and when received from such sale to the extent of the balance in the net worth account of each partner. All such distributions are subject to federal and state income tax payable by a limited partner in respect to his or her share of partnership and income.

(k) Right to Continue Upon Death: A general partner, upon the death or incapacity of any other general partner, shall have the right to continue the business of the partnership or to wind up and liquidate the partnership.

(l) Original Certificate: The original Certificate of Limited Partnership was filed in Twin Falls County, State of Idaho, on the 4th day of January, 1978, under Instrument No. 728392, records of Twin Falls County, State of Idaho.

IN WITNESS WHEREOF, the undersigned have executed this Restated Certificate this 16 day of December, 1983.

Jay Moyle  
JAY MOYLE, a general partner

Barbara Moyle  
BARBARA MOYLE, a general partner

Jay Moyle  
JAY MOYLE, a limited partner

Barbara Moyle  
BARBARA MOYLE, a limited partner

Emmett Allen Moyle  
EMMETT ALLEN MOYLE, as Trustee  
for Tina Moyle, a limited  
partner

Emmett Allen Moyle  
EMMETT ALLEN MOYLE, a limited  
partner

Dean Moyle  
DEAN MOYLE, a limited partner

WESS, BURTON, CARLSON, PEDERSEN & PAINE  
ATTORNEYS AT LAW  
188 SECOND AVENUE NORTH  
BOX 1768  
TWIN FALLS, IDAHO 83901  
PHONE 734-4480

STATE OF IDAHO )  
 ) ss.  
County of Twin Falls )

On this 16 day of December, in the year of 1983, before me, the undersigned Notary Public in and for said County and State, personally appeared JAY MOYLE, as a general partner and as a limited partner in the above limited partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

  
NOTARY PUBLIC  
Residing at: Twin Falls

STATE OF IDAHO )  
 ) ss.  
County of Twin Falls )

On this 16<sup>th</sup> day of December, in the year of 1983, before me, the undersigned Notary Public in and for said County and State, personally appeared BARBARA MOYLE, as a general partner and as a limited partner in the above limited partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

  
NOTARY PUBLIC  
Residing at: Twin Falls

STATE OF IDAHO )  
 ) ss.  
County of Twin Falls )

On this 20 day of December, in the year of 1983, before me, the undersigned Notary Public in and for said County

WEBB, BURTON, CARLSON, PEDERSEN & PAINE  
ATTORNEYS AT LAW  
122 SECOND AVENUE NORTH  
BOX 1768  
TWIN FALLS, IDAHO 83303-1768  
PHONE 734-4480

and State, personally appeared EMMETT ALLEN MOYLE, as a limited partner and as Trustee for Tina Moyle, a limited partner in the above limited partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Marie L. Shay*  
NOTARY PUBLIC  
Residing at: *Twin Falls, Idaho*

STATE OF IDAHO )  
County of Twin Falls ) ss.

On this 16th day of December, in the year of 1983, before me, the undersigned Notary Public in and for said County and State, personally appeared DEAN MOYLE, as a limited partner in the above limited partnership, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

*Marie L. Shay*  
NOTARY PUBLIC  
Residing at: *Twin Falls, Idaho*

WEBB, BURTON, CARLSON, PEDERSEN & PAINE  
ATTORNEYS AT LAW  
188 SECOND AVENUE NORTH  
BOX 1768  
TWIN FALLS, IDAHO 83403-1768  
PHONE 734-4490