

RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

for

Nov 26 9 07 AM '84

EDITH LITTLE FARMS LIMITED PARTNERSHIP

THIS AGREEMENT, Made and entered into this 30th day of October, 1984, by and among WHITNEY LITTLE, of 415 Jerome Street, Mountain Home, Idaho 83647, as General Partner, and ARLENE NICKELL and STANTON NICKELL, her husband, of Teton, Idaho, individually, and as Trustees in Trust for Linda Nickell Coreson, Ricky Nickell, Dale Nickell and Patricia Nickell; WINIFRED GRIGGS and RAY GRIGGS, her husband, of 875 Las Alamos, Livermore, California 94550, individually, and as Trustees in Trust for Mavane Griggs, Newell Griggs, Natasha Griggs and Nechi Griggs; WANDA LITTLE, of 415 Jerome Street, Mountain Home, Idaho 83647, individually, and as Trustees in Trust for Ken Little, Glenn Little and Joy Little, as Limited Partners, to form a limited partnership pursuant hereto and under the provisions of the Idaho Uniform Limited Partnership Law, Title 53, Chapter 2, Idaho Code,

WITNESSETH:

ARTICLE I. FORMATION

Section 1.1 Commencement. The limited partnership was commenced September 1, 1980, said limited partnership agreement having been recorded with the County Recorder of Teton County, State of Idaho, on September 8, 1980, as Instrument No. 86109.

Section 1.2 Name. The name of the limited partnership is: EDITH LITTLE FARMS LIMITED PARTNERSHIP.

Section 1.3 Character of Business. The business of the partnership shall be farming and dealing in real and personal property.

Section 1.4 Principal Office. The principal office of the partnership shall be at Route 1, Driggs, Teton County, Idaho 83422. The partnership may conduct business at such other places within or without the State of Idaho, as may be determined by the general partner.

Section 1.5 Registered Agent. The name and address of the registered agent is: Whitney Little, 415 Jerome Street, Mountain Home, Idaho 83647.

Section 1.6 Term. The term of the limited partnership shall run from commencement until dissolved by the consent of the general partner, or the death, withdrawal, or bankruptcy of the general partner, any one of which shall cause an immediate dissolution of the partnership.

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

Section 2.1 Nature and Value of Units. The assets and, therefore, the capital interests of this partnership at its commencement consisted of real property located in Teton County, Idaho, with a fair market value of \$192,000.00, and said partnership capital interests are divided into 192,000 units, each with a value of \$1.00.

Section 2.2 General Partner. The name and residence of the general partners, the amount of cash and a description

and agreed value of other property contributed by the general partner, and the number of units of the general partner in the limited partnership are as follows:

Name and Residence	Item	Contribution Amount	Units
Whitney Little 415 Jerome Street Mountain Home, ID 83647	7.8432% interest in real estate in Teton County, Idaho	\$ 15,059.00	15,059

Section 2.3 Limited Partners. 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	Item	Contribution Amount	Units
Arlene Nickell Tetonia, ID 83452	5.8823% interest in real estate in Teton County, Idaho	\$ 11,294.00	11,294
Stanton Nickell Tetonia, ID 83452	5.8823% interest in real estate in Teton County, Idaho	\$ 11,294.00	11,294
Arlene Nickell and Stanton Nickell as Trustees in Trust for: Linda N. Coreson 175 Fall City Hwy The Dalles, OR 97338	5.3921% interest in real estate in Teton County, Idaho	\$ 10,353.00	10,353
Arlene Nickell and Stanton Nickell as Trustees in Trust for: Ricky Nickell Terreton, ID 83450	5.3921% interest in real estate in Teton County, Idaho	\$ 10,353.00	10,353
Arlene Nickell and Stanton Nickell as Trustees in Trust for: Dale Nickell Tetonia, ID 83452	5.3921% interest in real estate in Teton County, Idaho	\$ 10,353.00	10,353

Arlene Nickell and Stanton Nickell as Trustees in Trust for:
Patricia Nickell 5.3921% interest in real 10,353
Tetonia, ID 83452 estate in Teton County,
Idaho

\$ 10,353.00

Winifred Griggs 5.8823% interest in real 11,294
875 Las Alamos estate in Teton County,
Livermore, CA 94550 Idaho

\$ 11,294.00

Ray Griggs 5.8823% interest in real 11,294
875 Las Alamos estate in Teton County,
Livermore, CA 94550 Idaho

\$ 11,294.00

Winifred Griggs and Ray Griggs as Trustees in Trust for:
Mavane Griggs 5.3921% interest in real 10,353
875 Las Alamos estate in Teton County,
Livermore, CA 94550 Idaho

\$ 10,353.00

Winifred Griggs and Ray Griggs as Trustees in Trust for:
Newell Griggs 5.3921% interest in real 10,353
875 Las Alamos estate in Teton County,
Livermore, CA 94550 Idaho

\$ 10,353.00

Winifred Griggs and Ray Griggs as Trustees in Trust for:
Natasha Griggs 5.3921% interest in real 10,353
875 Las Alamos estate in Teton County,
Livermore, CA 94550 Idaho

\$ 10,353.00

Winifred Griggs and Ray Griggs as Trustees in Trust for:
Nechi Griggs 5.3921% interest in real 10,353
875 Las Alamos estate in Teton County,
Livermore, CA 94550 Idaho

\$ 10,353.00

Wanda Little 7.8432% interest in real 15,059
415 Jerome Street estate in Teton County,
Mountain Home, ID 83647 Idaho

\$ 15,059.00

Whitney Little and Wanda Little as Trustees in Trust for:
Ken Little 5.8823% interest in real 11,294
415 Jerome Street estate in Teton County,
Mountain Home, ID 83647 Idaho

\$ 11,294.00

Whitney Little and Wanda Little as Trustees in Trust for:
Glen Little 5.8823% interest in real 11,294
415 Jerome Street estate in Teton County,
Mountain Home, ID 83647 Idaho
\$ 11,294.00

Whitney Little and Wanda Little as Trustees in Trust for:
Joy Little 5.8823% interest in real 11,294
415 Jerome Street estate in Teton County,
Mountain Home, ID 83647 Idaho
\$ 11,294.00

EDITH LITTLE has heretofore given and granted to each of the above donees the units above described representing the listed percentage interest in the described real estate which has been deeded by Edith Little to this limited partnership.

Section 2.4 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 2.5 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 2.6 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 2.7 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 partner, and no amend-

ment 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 2.8 Spouses of Partners. The following named beneficiaries of trusts are married, and their spouses' names are set opposite their names and that beneficiary's interest in said trust is separate property of the beneficiaries.

Partner	Spouse	Nature of Interest
Linda N. Coreson	Clayton Coreson	Separate
Ricky Nickell	Cindy Nickell	Separate
Dale Nickell	Shawna Nickell	Separate
Ken Little	Vivian Little	Separate

Section 2.9 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 within ten days after the determination.

Section 2.10 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 2.11 No Right to Property. No limited partner shall have any right to demand or receive property in return for his contribution.

Section 2.12 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 V. MANAGEMENT

Section 5.1 General Partner. The general partner 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 5.2 Specific Powers of the General Partner. The general partner 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 her 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 5.3 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 VI. DISSOLUTION; CONTINUANCE OF BUSINESS

Section 6.1 Dissolution. Death, bankruptcy or insanity of the 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 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 VII. ADMINISTRATIVE PROVISIONS

Section 7.1 Books of Account. Adequate books of account shall be kept at all times under supervision of the general partner. 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 designed by the partnership, and he shall make a report thereon.

Section 7.2 Fiscal Year. The fiscal year of the partnership shall be the calendar year from January 1 to December 31 in each year.

Section 7.3 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 partner.

Section 7.4 Salaries. The 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. 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 partner 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 partner, then the limited partner requesting the arbitration shall pay the fee of the arbitrators. If the arbitrators reduce that fee or salary, then the general partners shall pay the fee of the arbitrators.

Section 7.5 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 7.6 Limited Liability. No limited partner shall be liable for any debts or 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.

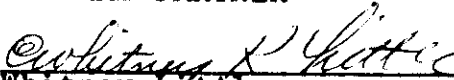
Section 7.7 Amendments. This certificate and agreement of limited partnership may only be amended by a new certificate and agreement duly executed and sworn to by all general and limited partners and properly recorded as required by law.

ARTICLE VIII. EXECUTION OF CERTIFICATE

Section 8.1 Execution of Certificate. All partners, general and limited, hereby authorize the general partner to execute in behalf of the partnership and all partners a Restated Certificate of Limited Partnership for this partnership and to cause the same to be filed for record in the Office of the Secretary of State for the State of Idaho, at Boise, Idaho, and any other filings that may be necessary or convenient, as determined by the general partner.

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 16 day of October, 1984.

GENERAL PARTNER


Whitney Little

LIMITED PARTNERS

Arlene Nickell
Arlene Nickell

Stanton Nickell
Stanton Nickell

Arlene Nickell
Arlene Nickell

Stanton Nickell
Stanton Nickell

as Trustees in Trust for Linda N. Coreson, Ricky Nickell, Dale Nickell and Patricia Nickell

Winifred K. Griggs
Winifred Griggs

Ray Griggs
Ray Griggs

Winifred K. Griggs
Winifred Griggs

Ray Griggs
Ray Griggs

as Trustees in Trust for Mavane Griggs, Newell Griggs, Natasha Griggs and Nechi Griggs

Wanda Little
Wanda Little

Whitney K. Little
Whitney Little

Wanda Little
Wanda Little

as Trustees in Trust for Ken Little, Glen Little and Joy Little

STATE OF IDAHO,

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ss.

County of Madison.

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SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me, the undersigned, a Notary Public in and for said State, by ARLENE NICKELL and STANTON NICKELL, individually and as Trustees in Trust for Linda N. Coreson, Ricky Nickell, Dale Nickell and Patricia Nickell; WINIFRED GRIGGS and RAY GRIGGS, individually and as Trustees in Trust for Mavane Griggs, Newell Griggs, Natasha Griggs and Nechi Griggs; WHITNEY LITTLE and WANDA LITTLE, as Trustees in Trust for Ken Little, Glen Little and Joy Little, this 30th day of October, 1984.

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