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SEC. OF STATE
AMENDED AND RESTATED, 85 AUG 5 AM 9 06
CERTIFICATE OF LIMITED PARTNERSHIP

OF

PETERSEN ENTERPRISES, AN IDAHO LIMITED PARTNERSHIP

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

1. The name of the Partnership is Petersen Enterprises, Limited Partnership.

2. The general nature of the partnership business is to acquire by purchase, exchange, lease, hire or otherwise, real estate of every kind, character, and description whatever, wherever located, and interests of all kinds therein (i) to hold, own, develop, improve, manage, operate, let as lessor or sublessor, and mortgage such property, (ii) to sell and exchange such property and interests therein, (iii) to obtain, use, dispose of and deal in and with such property in every other manner, either alone or in conjunction with others, as partners, joint venturers or otherwise, and (iv) to carry on the business of managing agent, broker, finder, consultant and all other functions in connection therewith.

3. The name and address of the agent for service of process upon the partnership shall be David James Petersen at 1415 Bench Road, Pocatello, Idaho, 83201.

4. The names and business addresses of each general and each limited partner are as follows:

<u>GENERAL PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
Mark Lester Petersen	1945 East 17th Street Idaho Falls, ID 83402
David James Petersen	1415 Bench Road Pocatello, ID 83201

<u>LIMITED PARTNERS</u>	<u>PLACE OF RESIDENCE</u>
Mark Lester Petersen	1945 East 17th Street Idaho Falls, ID 83402
David James Petersen	1415 Bench Road Pocatello, ID 83201
Suzanne Petersen Bramwell	17710 Northeast 137th Court Redmond, WA 98052
Michelle Petersen Townsend	221 West 2nd South Rexburg, ID 83440

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

<u>General Partners</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>
Mark Lester Petersen	5	.5%	(\$51,693.63)
David James Petersen	5	.5%	(\$51,693.63)

<u>Limited Partners</u>	<u>Limited Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>
Mark Lester Petersen	247.5	24.75%	\$487,102.07
David James Petersen	247.5	24.75%	\$487,102.07
Suzanne Petersen Bramwell	247.5	24.75%	\$487,102.07
Michelle Petersen Townsend	247.5	24.75%	\$487,102.07

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

7. A limited partner may assign all or a portion of the partnership interest of said limited partner under the following conditions:

a. The general partners unanimously approve said assignment and the proposed assignee consents to such assignment; and

b. The assignee shall execute and deliver such instruments, in the form and substance satisfactory to the general partners, as the general partners shall deem necessary or desirable to cause them to become a substitute limited partner; and

c. The assignee shall pay all reasonable expenses in connection with admission as a substituted limited partner, including but not limited to, the cost of preparation and filing of any Amendment of the Limited Partnership Agreement, Certificate of Limited Partnership and Partnership Buy-Out Agreement; and

d. The assignee shall be bound by and become a party to the Partnership Agreement and the Buy-Out Agreement and be bound by all terms of such agreement.

8. No partner of the partnership can assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or transfer all or any portion of his partnership interest except pursuant to the terms of the Buy-Out Agreement of the General and Limited Partners of Petersen Enterprises, Limited Partnership. The Buy-Out Agreement provides for the partnership or remaining partners to purchase the terminating partner's interest for a value as specified in a Certificate of Agreed Value or pursuant to appraisal with the purchase price to be paid over an extended term. The exact terms and conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the partnership.

9. No partner has the right to receive distributions of property or cash except upon termination of a partnership interest or in liquidation 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 written agreement of all general 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. The partnership or remaining partners may purchase the interest of the terminating general partner and the partnership reformed on that basis; or

b. With the consent of the terminating general partner or his legal representative or successor in interest and all remaining general partners, if any, and limited partners owning a majority of the outstanding partnership units owned by the limited partners, the interest of the terminating general partner may be converted to a limited partnership interest and the partnership reformed on that basis. If there are no remaining general partners, a new general partner or partners shall be selected from the limited partners and the partnership reformed on that basis.

DATED this 1 day of July 1985.

Mark Lester Petersen
Mark Lester Petersen

David J. Petersen
David James Petersen

GENERAL PARTNERS

Suzanne Petersen Bramwell
Suzanne Petersen Bramwell

Michelle Petersen Townsend
Michelle Petersen Townsend

David J. Petersen
David James Petersen

Mark Lester Petersen
Mark Lester Petersen

LIMITED PARTNERS

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