

JUL 23 3 18 PM '82

RESTATED CERTIFICATE OF LIMITED PARTNERSHIP
SECRETARY OF STATE
OF

DENTON R. SIDDOWAY FARMS, LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Bonneville)

We, the undersigned, desiring to set forth the Certificate of Limited Partnership of Denton R. Siddoway Farms as it exists on this date do hereby certify to the Secretary of State of the State of Idaho that the following sets forth the Certificate of Limited Partnership of Denton R. Siddoway Farms as of the date hereof and that the Restated Certificate of Limited Partnership supersedes the original Certificate of Limited Partnership and all amendments thereto.

1. The name of the partnership is Denton R. Siddoway Farms Limited Partnership.

2. The general nature of the partnership business is to own, lease and operate ranching and farming properties and related businesses as well as engage in all other lawful business activities.

3. The name and address of the agent for service of process upon the partnership shall be Denton R. Siddoway, Star Route, Teton, Idaho, 83451.

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

GENERAL PARTNERS

PLACE OF RESIDENCE

Denton R. Siddoway

Star Route
Teton, Idaho 83451

Stephen G. Siddoway

Star Route
Teton, Idaho 83451

LIMITED PARTNERSPLACE OF RESIDENCE

Denton R. Siddoway	Star Route Teton, Idaho 83451
Mildred J. Siddoway	Star Route Teton, Idaho 83451
Douglas J. Siddoway	219 E. 77th Street, Apt. 5D New York, NY 10021
Mark A. Siddoway	121 So. Chester Avenue #9 Pasadena, CA 91106
Stephen G. Siddoway	Star Route Teton, Idaho 83451

5. A description of the agreed value of the capital contributions of each partner is as follows:

<u>General Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>
Denton R. Siddoway	990	8.768%	\$ 30,688.00
Stephen G. Siddoway	10	.09%	\$ 315.00

<u>Limited Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Capital</u>
Denton R. Siddoway and Mildred J. Siddoway (Community Property)	7,140	63.242%	\$221.347.00
Douglas J. Siddoway	790	6.997%	\$ 24,489.50
Mark A. Siddoway	790	6.997%	\$ 24,489.50
Stephen G. Siddoway	780	6.909%	\$ 24,181.50
R. Bryant Siddoway	790	6.997%	\$ 24,489.50

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 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/or any member of his family without limitation. A

limited partner may sell his partnership interest after first offering the partnership and partners a right of first refusal to purchase the interest on the basis of a bona fide offer.

The assignee shall be bound by and become a party to the Partnership Agreement.

8. On the death of a limited partner, his estate or successor in interest may require the partnership to purchase his interest as a limited partner. The purchase price is determined by appraisal of three appraisers and is paid ten percent (10%) down and the balance over a twenty (20) year period.

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 a majority of the general partner units and a majority of the limited partner units or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency or insanity of any general partner.

12. The original Certificate of Limited Partnership was filed in Madison County, Idaho, on December 29, 1980, as instrument number 187031.

13. 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

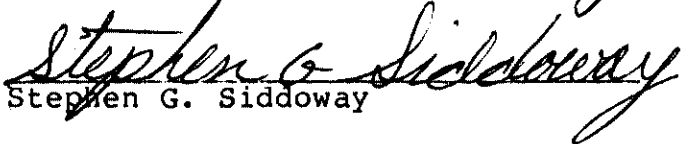
b. With the consent of the terminating general partner or his legal representative or successor in interest and all remaining general partners, if any, and limited partners owning a majority of the outstanding partnership units owned by the limited partners, the interest of the terminating general partner 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.

c. If the event is the death of the general partner, Denton R. Siddoway, while survived by his wife, Mildred J. Siddoway, the event shall dissolve the partnership, but the partnership shall be reformed with Mildred J. Siddoway as a general partner holding and owing the general partnership interests of Denton R. Siddoway as surviving spouse as to her community interest in said general partnership units and/or as testamentary trustee of the Denton R. Siddoway testamentary family trust with respect to any general partnership units held by such trust.

DATED this 21st day of July, 1982.

GENERAL PARTNERS


Denton R. Siddoway


Stephen G. Siddoway

LIMITED PARTNERS

Denton R. Siddoway
Denton R. Siddoway

Mildred J. Siddoway
Mildred J. Siddoway

Stephen G. Siddoway
Stephen G. Siddoway

Douglas J. Siddoway
Douglas J. Siddoway

By Denton R. Siddoway
Denton R. Siddoway

Mark A. Siddoway
Mark A. Siddoway

By Denton R. Siddoway
Denton R. Siddoway

R. Bryant Siddoway
R. Bryant Siddoway

By Denton R. Siddoway
Denton R. Siddoway

Subscribed and sworn to before me this 26th day of

July, 1982.

(seal)

Therese G. Crow
Notary Public for Idaho
Residing at Adrian Falls
My Commission Expires: 6-1-84