

RESTATED CERTIFICATE OF LIMITED PARTNERSHIP
OF
IDA-WOOD FARMS

STATE OF IDAHO)
) ss.
County of Minidoka)

We, the undersigned, desiring to set forth the Certificate of Limited Partnership of Ida-Wood 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 Ida-Wood 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 Ida-Wood Farms.
2. The general nature of the partnership business is to own, lease and operate ranching and farming properties and related businesses.
3. The principal place of business of the partnership is in Minidoka County, Idaho. The name and address of the agent for service of process upon the partnership shall be Boyd W. Woodward, Route 2, Box 2428, Paul, Idaho, 83347.
4. The names and addresses of each general and limited partner are as follows:

GENERAL PARTNERS

Boyd W. Woodward

PLACE OF BUSINESS

Route 2, Box 2428
Paul, Idaho 83347

Rodger B. Woodward

Route 2, Box 2430
Paul, Idaho 83347

LIMITED PARTNERS

Boyd W. Woodward and
Margaret B. Woodward

Route 2, Box 2428
Paul, Idaho 83347

Rodger B. Woodward and
Ruth A. Woodward

Route 2, Box 2430
Paul, Idaho 83347

Wayne B. Woodward and
Gloria D. Woodward

Star Route 116
Eltopia, Washington

Arlen Keith Woodward

Route 2, Box 2426
Paul, Idaho 83347

Ellis James Woodward

850 Monticello Place
Landsdale, PA

Joyce W. Johnston

304 Washington Street South
Twin Falls, Idaho 83301

Alaine W. Mackay

Grouse Creek, Utah 84313

Dell William Woodward

Route 2, Box 2425
Paul, Idaho 83347

5. The term of the partnership commenced on the 17th day of December, 1978, and shall continue indefinitely until terminated in the manner provided in the Articles of Partnership.

6. A description of the existing capital ownership of each partner is as follows:

<u>General Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Capital Amount</u>	<u>Description of Capital</u>
Boyd W. Woodward	90	9%	\$ 72,000.00	An interest in real property and farm machinery
Rodger B. Woodward	10	1%	\$ 8,000.00	An interest in real property and farm machinery
<u>Limited Partners</u>	<u>Units</u>	<u>Percent of Interest</u>	<u>Capital Amount</u>	<u>Description of Capital</u>
Boyd W. Woodward and Margaret B. Woodward (community property)	401.5	40.15%	\$321,200.00	An interest in real property and farm machinery
Rodger B. Woodward and Ruth A. Woodward	124	12.40%	\$ 99,200.00	An interest in real property and farm machinery
Wayne B. Woodward and Gloria D. Woodward	69	6.90%	\$ 55,200.00	An interest in real property and farm machinery
Lyle C. Woodward	51.5	5.15%	\$ 41,200.00	An interest in real property and farm machinery
Arlen Keith Woodward	57.5	5.75%	\$ 46,000.00	An interest in real property and farm machinery
Ellis James Woodward	51.5	5.15%	\$ 41,200.00	An interest in real property and farm machinery

Joyce W. Johnston	39	3.90%	\$ 31,200.00	An interest in real property and farm machinery
Alaine W. Mackay	51.5	5.15%	\$ 41,200.00	An interest in real property and farm machinery
Dell William Woodward	54.5	5.45%	\$ 43,600.00	An interest in real property and farm machinery
TOTAL	900	90%	\$800,000.00	

7. The net profits and net losses of the partnership shall be divided fifty percent (50%) to the general partners in proportion to their general partnership units and fifty percent (50%) to the limited partners in proportion to their limited partnership units.

8. There is no agreement concerning the making of additional contributions by any limited partner, nor is there any agreement concerning the time when the contribution of any limited partner is to be returned.

9. A limited partner may substitute his spouse, children, issue, siblings, or any member of his family, or a trust, corporation, or legal entity created primarily for the benefit of such persons, without the consent or approval of the partners. Any other substitution of a limited partner requires the consent of a majority of the general partners.

10. Additional limited partners may be admitted only upon the consent of a majority of the general partners.

11. There are no priorities between the limited partners as to contributions or as to compensation by way of income.

12. In the event of the death or retirement of any general partner, the partnership shall be dissolved, but the remaining partners shall have the right to continue the partnership business by purchasing the deceased or retiring partner's interest in the partnership at a value to be determined by appraisal to be made by three appraisers.

13. The original Certificate of Limited Partnership was filed in the records of Minidoka County, Idaho, on the 28th day of December, 1978.

DATED this 3rd day of December, 1982.

GENERAL PARTNERS


Boyd W. Woodward


Rodger B. Woodward

LIMITED PARTNERS


Boyd W. Woodward


Margaret B. Woodward

Rodger B. Woodward
Rodger B. Woodward

Ruth A. Woodward
Ruth A. Woodward

Wayne B. Woodward
Boyd W. Woodward, as Attorney in
Fact for Wayne B. Woodward

Gloria D. Woodward
Boyd W. Woodward, as Attorney in
Fact for Gloria D. Woodward

Lyle C. Woodward
Boyd W. Woodward, as Attorney in
Fact for Lyle C. Woodward

Arlen Keith Woodward
Boyd W. Woodward, as Attorney in
Fact for Arlen Keith Woodward

Ellis James Woodward
Boyd W. Woodward, as Attorney in
Fact for Ellis James Woodward

Joyce Johnston
Boyd W. Woodward, as Attorney in
Fact for Joyce W. Johnston

Alaine W. Mackay
Boyd W. Woodward, as Attorney in
Fact for Alaine W. Mackay

Dell William Woodward
Boyd W. Woodward, as Attorney in
Fact for Dell William Woodward

Subscribed and sworn to before me this 30th day of
December, 1982.

(seal)

Marcell Lee Kiser
Notary Public for Idaho
Residing at: Depress
My Commission Expires: 10/84