

FIRST AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF HUNTINGTON PARTNERS

THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP, signed and sworn to January 16 1987, by the undersigned, amends and restates the Certificate of Limited Partnership of Huntington Partners filed with the Office of the Cook County Recorder on April 17, 1986 as document number 86-150607 to reflect the assignment, pursuant to Section 7.05 of the Limited Partnership Agreement, of a limited partnership interest from Catherine S. Schmoker, Custodian for Lisa Stuart Schmoker to Lisa Stuart Schmoker Revocable Trust, Richard C. Schmoker, Trustee, as reflected in the attached Schedule I:

WITNESSETH THAT:

The undersigned, Samuel H. Ellis, General Partner of Huntington Partners on behalf of himself and as attorney-in-fact for each of the Limited Partners pursuant to a power of attorney contained within a Partnership Agreement executed by each Limited Partner of Huntington Partners, does hereby form a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Illinois, as follows.

I. The name of the partnership is Huntington Partners (hereinafter the "Partnership").

II. The Partnership business and purpose is:

(a) to invest in, purchase and sell, in the open market or otherwise, for long or short account, capital stock, reorganization certificates and subscriptions, warrants, bonds, notes, debentures, whether subordinated, convertible or otherwise, trust receipts and other securities, whether readily marketable or not, of whatever kind or nature of any person, corporation, government or entity and in rights and options (whether written by the Partnership or others) relating thereto and financial futures contracts and commodity futures contracts (all such items being called herein "Securities"), and to lend funds or properties of the Partnership either with or without security;

(b) to engage in such other activities and transactions similar in nature and scope to those described in subsection (a) as the General Partner may from time to time determine; and

This instrument prepared by:
Nancy J. Clawson
Chapman and Cutler
111 W. Monroe Street
Chicago, Illinois 60603

Box 211 (J. Dul)

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(c) to enter into, make and perform all such contracts and other undertakings, and to engage in all such activities and transactions, as the General Partner may deem necessary or advisable for the carrying out of the foregoing objects and purposes, including without limitation:

(i) either by itself or by contract with others, including a corporation or partnership one or more of whose officers or employees are officers or directors of the General Partner, to maintain for the conduct of Partnership affairs one or more offices and in connection therewith to rent or acquire office space, engage personnel, whether part-time or full-time, and to do, or cause to be done, such other acts as the General Partner may deem necessary or desirable in connection with maintenance and administration of such office or offices and the provision of administrative and clerical services to the Partnership;

(ii) to register or qualify the Partnership under any applicable federal or state laws, or to obtain exemptions under such laws, if such registration, qualification or exemption is deemed necessary by the General Partner; and

(iii) to engage attorneys, accountants, consultants and such other persons as the General Partner may deem necessary or advisable.

III. The principal office and place of business of the Partnership shall be at 11 South LaSalle Street, Suite 2900, Chicago, Illinois 60603, or at such other location as may hereafter be determined by the General Partner.

IV. The name and place of residence of the General Partner and each Limited Partner are set forth in Schedule I attached hereto.

V. The Partnership shall terminate on December 31, 1996, subject to the provisions for extension or earlier dissolution contained in this paragraph. Extension of the Partnership beyond December 31, 1996 may be effected by the General Partner with the consent of the holders of a majority of the Capital Percentages which shall be determined for each Partner by dividing the amount of such Partner's contribution to the Partnership ("Capital Contribution") by the sum of all Capital Contributions. Dissolution of the partnership may be effected at any time by the General Partner or by Limited Partners holding a majority of the Capital Percentages.

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In the event that Samuel H. Ellis dies, becomes insane or bankrupt or withdraws as General Partner, the Partnership shall dissolve unless the holders of 66-2/3% of the Capital Percentages elect to continue the business of the Partnership and appoint a new person to be General Partner.

The death, insanity or dissolution of a Limited Partner shall not dissolve the Partnership.

VI. The Capital Contribution of the General Partner and each Limited partner is set forth in Schedule I attached hereto.

VII. No additional capital contribution is required to be made by any Limited Partner. The General Partner may, in his sole discretion, at the commencement of each fiscal year, accept additional subscriptions for limited partnership interests from existing or additional Limited Partners.

VIII. The capital contribution of a Limited Partner shall be returned upon the dissolution of the partnership or the earlier withdrawal of a Limited Partner. Each of the General Partner and Limited Partners upon termination of the Partnership shall be entitled to receive his or its Liquidating Share determined as of the date of termination of the Partnership.

The "Liquidating Share" of a Partner shall be, as of the last day of any fiscal year and the date of termination of the Partnership, an amount equal to the Closing Capital Account of such Partner.

A Limited Partner may not withdraw from the Partnership prior to December 31, 1988 or in the case of a Limited Partner who is admitted to the Partnership after its formation, until three years following his admission. Thereafter, in either case, a Limited Partner may withdraw at the end of any fiscal year upon notice given to the General Partner 60 days in advance of such date. Notwithstanding the foregoing, the General Partner, in its sole discretion may permit or require a Limited Partner to withdraw at any time from the Partnership. The withdrawing Limited Partner shall be entitled to receive within 60 days after the date of such withdrawal an amount equal to its Liquidating Share reduced by an amount equal to one-half of one percent of such Limited Partner's Liquidating Share which shall be used first, to the extent necessary, to offset expenses incurred by the Partnership in connection with or properly allocable to the withdrawal of such Limited Partner, in the sole discretion of the General Partner, and then any remaining sum not necessary for such purpose shall be added to and become part of the Opening Capital Accounts of the other Partners in proportion to their respective Capital Percentages.

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In no event shall any Limited Partner (or former Limited Partner) be obligated to make any additional contribution in excess of its Capital Contribution, or have any liability for the repayment and discharge of the debts and obligations of the Partnership, provided, however, that (i) until the Capital Contribution of a Limited Partner shall have been paid to the Partnership, such Limited Partner shall be liable to the Partnership for any portion of its Capital Contribution not so paid and (ii) after any Limited Partner has received the return in whole or in part of its Capital Contribution, it will be liable to the Partnership for any sum rightfully distributed to it, not in excess of the amount of such returned Capital Contribution plus interest thereon, necessary to discharge any liabilities of the Partnership to creditors who extended credit or whose claims arose before such return was made, but, in the case of (ii), only to extent that the assets of the Partnership are not otherwise sufficient to discharge such liabilities.

IX. The Partners shall be allocated their respective shares of any Net Operating Profits (Losses) and Capital Gains (Losses) in respect of any fiscal year or portion thereof in proportion to their respective Capital Percentages.

X. Limited Partners may assign or otherwise transfer their interests in the Partnership only with the prior written consent of the General Partner.

XI. The General Partner may, in his sole discretion, at the commencement of each fiscal year, accept additional subscriptions for limited partnership interests from existing or additional Limited Partners.

XII. No Limited Partner has any priority over any other Limited Partner as to contributions or as to compensation by way of income.

XIII. In the event that Samuel H. Ellis dies, becomes insane or bankrupt or withdraws as General Partner, the Partnership shall dissolve unless the holders of 66-2/3% of the Capital Percentages elect to continue the business of the Partnership and appoint a new person to be General Partner.

XIV. No Limited Partner has the right to receive any property other than cash in return for his capital contribution. Any distribution to a withdrawing Limited Partner may be made in cash or Securities in the sole discretion of the General Partner (including, if deemed reasonable necessary by the General Partner by reason of restrictions on transfer arising by contract or by operation of applicable laws or regulations, assignment of any undivided beneficial interest in a portion of

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the Partnership's holdings of one or more Securities), provided that the percentage of the amount of any issue of any Securities held by the Partnership that may be distributed (or an undivided beneficial interest which may be assigned as aforesaid) pursuant to this paragraph may not exceed the percentage which results from dividing the amount distributable to such withdrawing Limited Partner by the sum of the Closing Capital Accounts of the Partners on the date of withdrawal.

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IN WITNESS WHEREOF, Samuel H. Ellis, as General Partner and as attorney-in-fact for each of the Limited Partners hereunto affixed his signature as of the date first above written.

GENERAL PARTNER



Samuel H. Ellis

LIMITED PARTNERS WHOSE NAMES ARE LISTED IN SCHEDULE I ATTACHED HERETO

By: 

Samuel H. Ellis,

As Attorney-in-fact in possession of a duly authorized and executed Power of Attorney for each of the Limited Partners hereinafter referenced.

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SCHEDULE I

Name and Address

General Partner

Samuel H. Ellis
11 South LaSalle Street
Suite 2900
Chicago, Illinois 60603

Limited Partners

Nancy A. Clair Trust, Nancy A. Clair Trustee
315 Old Pine Road
Allegan, Michigan 49010

Ron C. Clair Trust, Ron C. Clair Trustee
315 Old Pine Road
Allegan, Michigan 49010

Beatrice A. Ellis
11 South LaSalle Street
Suite 2900
Chicago, Illinois 60603

Alvin H. Little Trust B, William T. Little Trustee
107 West Michigan Avenue
Kalamazoo, Michigan 49007

William T. Little Revocable Trust, Dated 05/18/79,
William T. Little Trustee
107 West Michigan Avenue
Kalamazoo, Michigan 49007

Mark P. Stephens
Post Office Box 83083
Lincoln, Nebraska 68501

Phillip R. and Judith L. Stephens
Post Office Box 83083
Lincoln, Nebraska 68501

James Stuart
852 NBC Center
Lincoln, Nebraska 68508

Helen C. Stuart
852 NBC Center
Lincoln, Nebraska 68508

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Name and Address

Limited Partners

James Stuart, Jr.
852 NBC Center
Lincoln, Nebraska 68508

James Stuart, III
852 NBC Center
Lincoln, Nebraska 68508

Susan Ann Stuart
852 NBC Center
Lincoln, Nebraska 68508

Lee Rankin Stuart
852 NBC Center
Lincoln, Nebraska 68508

Richard and Catherine Schmoker
852 NBC Center
Lincoln, Nebraska 68508

Catherine M. Schmoker Revocable Trust
852 NBC Center
Lincoln, Nebraska 68508

William C. Schmoker Revocable Trust
852 NBC Center
Lincoln, Nebraska 68508

Lisa Stuart Schmoker Revocable Trust,
Richard C. Schmoker, Trustee
852 NBC Center
Lincoln, Nebraska 68508

Ellen Hayes Stuart, Custodian for
William Scott Stuart, Jr.
852 NBC Center
Lincoln, Nebraska 68508

Ellen Hayes Stuart, Custodian for
Mark Hayes Stuart
852 NBC Center
Lincoln, Nebraska 68508

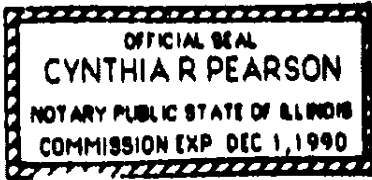
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Samuel H. Ellis as General Partner of Huntington Partners, signing for himself and as Attorney-in-fact for the Limited Partners of Huntington Partners known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacities and pursuant to authority therein expressed, and under oath swore that the statements therein are true and correct.

Given under my hand and seal of office this 16th day of January, 1987.



Cynthia R. Pearson
Cynthia R. Pearson
Notary Public, in and for
Cook County, Illinois

My Commission Expires:

December 1, 1990

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COOK COUNTY RECORDER

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