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AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, desiring to amend the Articles of Limited Partnership of GIBBS FARMS, LIMITED, and the Certificate of Formation of Limited Partnership, both dated September 8, 1970, copies of which are attached hereto, do hereby certify as follows:

1. The name of the Limited Partnership, originally stated to be "GIBBS FARMS, LIMITED", is hereby changed to "GIBBS FARMS, LIMITED, an Idaho Limited Partnership".

2. The original Certificate of Formation of Limited Partnership dated September 8, 1970, was recorded with the Caribou County Recorder's Office on September 9, 1970, as Instrument No. 69442. Said Certificate is hereby amended as follows:

A. The purposes of the Limited Partnership are to carry on the business of operating farms and ranches and other related business.

B. The name and address of the Registered Agent for service of process shall be:

MARCUS J. GIBBS  
Star Route, Box 415  
Grace, Idaho 83241

C. The name and business address of each General Partner is as follows:

MARCUS J. GIBBS  
Star Route, Box 415  
Grace, Idaho 83241

AFTON A. GIBBS  
Star Route, Box 415  
Grace, Idaho 83241

D. The name and business address of each Limited Partner is as follows:

MARCUS J. GIBBS  
Star Route, Box 415  
Grace, Idaho 83241

THE GIBBS FAMILY TRUST  
Afton A. Gibbs, Marcus J. Gibbs,  
and Richard P. Makoff, Trustees  
Star Route, Box 415  
Grace, Idaho 83241

3. The original General Partners of the Partnership consisted of: Marcus J. Gibbs, Jack Gibbs, and Afton A. Gibbs. The original Limited Partners consisted of: Marcus J. Gibbs, Jack Gibbs, and Afton A. Gibbs. The amount of property originally contributed by said Partners as of September 9, 1970, is as follows:

<u>Name</u>	<u>Value of Property Contributed</u>
Marcus J. Gibbs	\$ 63,071.00
Afton A. Gibbs	118,634.00
Jack Gibbs	<u>118,634.00</u>
TOTAL:	<u>\$300,339.00</u>

4. Pursuant to "Amended Certificate for Admission of Substituted Limited Partner" dated September 8, 1970, all of Jack Gibbs' and Afton A. Gibbs' interest as Limited Partners in the Partnership were assigned to Jack Gibbs, Afton A. Gibbs, Marcus J. Gibbs, and Richard P. Makoff, as Trustees of The Gibbs Family Trust. Jack Gibbs is now deceased.

5. No additional contributions are currently agreed to be made by any Limited Partner. However, if a majority in interest of the General Partners shall determine that capital shall be increased, and if 100% in interest of the General Partners approve such increase, then the Partnership capital shall be increased pro rata in the same ratio as the Partners' percentage interest as set forth herein. Any Partner, Limited or General, may refuse to contribute his/her portion, thus giving to the others the right to contribute a pro rata part of such portion and obtain an increase in their interest in the total capital.

6. No Limited Partner shall have a right to substitute an assignee as contributor in its place, unless all the other Limited and General Partners so agree in writing. Any substituted contributor shall have all the rights that the original Limited Partner would have had.

7. The Partners have no right to admit additional Limited Partners.

8. No Limited or General Partner has any priority as to contributions or compensation.

9. The contribution of each Limited Partner is to be returned to said Partner upon termination of the Partnership, provided that each other Partner, Limited and General, receive said Partner's capital contribution, adjusted by profits and losses.

10. The share of the profits or the other compensation by way of income which each General and Limited Partner will receive by reason of said Partner's contribution is:

<u>Name</u>	<u>Percentage of Profits</u>
Marcus J. Gibbs (General and Limited Partner)	50%
Afton A. Gibbs (General Partner)	50%
Gibbs Family Trust (Limited Partner)	0%

11. No Limited Partner has the right to demand and receive property, other than cash, in return for said Partner's contribution.

12. The Limited Partnership shall continue until one of the following events occurs, unless sooner terminated by operation of law:

A. Transfer by a General Partner of all or any portion of his/her General Partnership interest in any person not related to him by blood, by adoption, or by marriage.

B. Transfer by a General Partner of his General Partnership interest to any person(s) in such a manner as to result in his/her retained General Partnership interest being less than one percent (1%).

C. Insanity or death of any General Partner, unless the remaining General Partners decide to continue the Partnership as provided in paragraph 37 of the Articles of Limited Partnership.

D. Bankruptcy of any General Partner or any assignment by him/her of his/her assets for the benefit of his creditors.

E. The entry of an Order of a Court of competent jurisdiction applying or charging the Partnership interest of any General Partner to or with the maintenance or support of his/her spouse or former spouse incident to any divorce proceeding.

F. Unanimous agreement of the General Partners to dissolve.

G. Unanimous agreement of the Partners to dissolve.

12. The remaining General Partners have the right to continue the business on the death, retirement, insanity, or dissolution of a General Partner upon the agreements of the remaining General Partners.

WITNESS our hands this 9 day of Nov, 1989.

GENERAL PARTNERS:

Marcus J. Gibbs  
Marcus J. Gibbs

Afton A. Gibbs  
Afton A. Gibbs

LIMITED PARTNERS:

Marcus J. Gibbs  
Marcus J. Gibbs

THE GIBBS FAMILY TRUST

By Marcus J. Gibbs  
Marcus J. Gibbs, Trustee

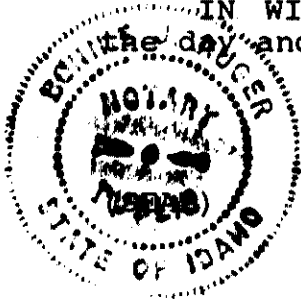
By Afton Gibbs  
Afton A. Gibbs, Trustee

By Richard P. Makoff  
Richard P. Makoff, Trustee

STATE OF IDAHO )  
 : ss  
County of Caribou )

On this 16<sup>th</sup> day of November, 1989, before me, the undersigned Notary Public, in and for said State and County, personally appeared MARCUS J. GIBBS and AFTON A. GIBBS, known or identified to me to be the general partners of GIBBS FARMS, LIMITED PARTNERSHIP, an Idaho Limited Partnership, whose names are subscribed to the foregoing instrument and acknowledged to me that they are authorized and instructed to execute the same on behalf of said Partnership and in said Partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Bonnie J. Ruge  
NOTARY PUBLIC FOR IDAHO  
Residing at Pancroft Id.  
Commission expires: 9-1991

STATE OF IDAHO )  
 : ss  
County of Caribou )

On this 16<sup>th</sup> day of November, 1989, before me, the undersigned Notary Public, in and for said State and County, personally appeared MARCUS J. GIBBS, known or identified to me to be a limited partner of GIBBS FARMS, LIMITED PARTNERSHIP, an Idaho Limited Partnership, whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized and instructed to execute the same on behalf of said Partnership and in said Partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

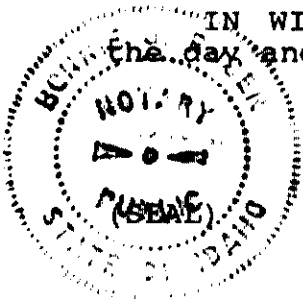


Bonnie J. Ruge  
NOTARY PUBLIC FOR IDAHO  
Residing at Pancroft Id.  
Commission expires: 9-1991

STATE OF IDAHO )  
 : ss  
County of Caribou )

On this 16<sup>th</sup> day of November, 1989, before me, the undersigned Notary Public, in and for said State and County, personally appeared MARCUS J. GIBBS and AFTON A. GIBBS, known or identified to me to be co-Trustees of the GIBBS FAMILY TRUST, whose names are subscribed to the foregoing instrument and acknowledged to me that they are authorized to execute the same as co-Trustees of the GIBBS FAMILY TRUST and as Limited Partners of GIBBS FARMS, LIMITED, an Idaho Limited Partnership, on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

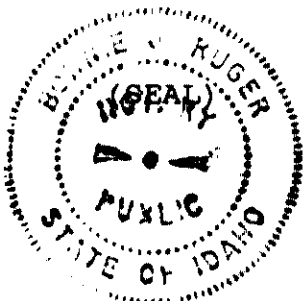


Bonnie J. Ruger  
NOTARY PUBLIC FOR IDAHO  
Residing at: Pancroft Id.  
Commission expires: 9-1991

STATE OF Idaho )  
 : ss  
County of Caribou )

On this 24<sup>th</sup> day of November, 1989, before me, the undersigned Notary Public, in and for said State and County, personally appeared RICHARD P. MAKOFF, known or identified to me to be a co-Trustee of the GIBBS FAMILY TRUST, whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized to execute the same as a co-Trustee of the GIBBS FAMILY TRUST and as a Limited Partner of GIBBS FARMS, LIMITED, an Idaho Limited Partnership, on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Bonnie J. Ruger  
NOTARY PUBLIC FOR Idaho  
Residing at: Pancroft Id.  
Commission expires: 9-1991



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AMENDMENT TO ARTICLES OF LIMITED PARTNERSHIP OF  
GIBBS FARMS, LIMITED

We, the undersigned, desiring to amend the Articles of Limited Partnership of GIBBS FARMS, LIMITED, an Idaho Limited Partnership, originally executed as of the 8th day of September, 1970, do certify as follows:

1. The Partnership name, originally stated to be "GIBBS FARMS, LIMITED", is hereby changed to "GIBBS FARMS, LIMITED, an Idaho Limited Partnership".

2. The registered agent for service of process shall be:

MARCUS J. GIBBS  
Star Route, Box 415  
Grace, Idaho 83241

3. Pursuant to the Articles of Limited Partnership dated September 8, 1970, the initial capital contribution was as follows:

GENERAL PARTNERS:

<u>Name</u>	<u>Value of Property Contributed</u>	<u>Capital Interest</u>
Marcus J. Gibbs	\$ -0-	1%
Afton A. Gibbs	-0-	1%
Jack Gibbs	-0-	1%

LIMITED PARTNERS:

<u>Name</u>	<u>Value of Property Contributed</u>	<u>Capital Interest</u>
Marcus J. Gibbs	\$ 63,071.00	32 1/3%
Afton A. Gibbs	118,634.00	32 1/3%
Jack Gibbs	118,634.00	32 1/3%

4. Pursuant to Amended Certificate for Admission of Substituted Limited Partner, dated September 8, 1970, Jack Gibbs and Afton A. Gibbs assigned their entire Limited Partnership interest to Jack Gibbs, Afton A. Gibbs, Marcus J. Gibbs, and Richard P. Makoff as Trustees of The Gibbs Family Trust. Jack Gibbs has since deceased.

5. The share of profits or other compensation by way of income which each Limited and General Partner shall receive by reason of said Partner's contribution, shall be:

<u>Name</u>	<u>Percentage of Profits</u>
Marcus J. Gibbs	50%
Afton A. Gibbs	50%

6. The corpus of The Gibbs Family Trust consists only of real property and is to receive none of the percentage of profits from the Partnership.

WITNESS our hands this 9 day of NOV, 1989.

GENERAL PARTNERS:

Marcus J. Gibbs  
Marcus J. Gibbs

Afton A. Gibbs  
Afton A. Gibbs

LIMITED PARTNERS:

Marcus J. Gibbs  
Marcus J. Gibbs

THE GIBBS FAMILY TRUST .

By Marcus J. Gibbs  
Marcus J. Gibbs, Trustee

By Afton A. Gibbs  
Afton A. Gibbs, Trustee

By Richard P. Makoff  
Richard P. Makoff, Trustee

STATE OF IDAHO )  
 : SS  
County of Caribou )

On this 16<sup>th</sup> day of November, 1989, before me, the undersigned Notary Public, in and for said State and County, personally appeared MARCUS J. GIBBS and AFTON A. GIBBS, known or identified to me to be the general partners of GIBBS FARMS, LIMITED PARTNERSHIP, an Idaho Limited Partnership, whose names are subscribed to the foregoing instrument and acknowledged to me that they are authorized and instructed to execute the same on behalf of said Partnership and in said Partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

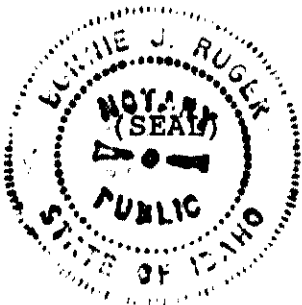


Bonnie J. Ruger  
NOTARY PUBLIC FOR IDAHO  
Residing at Concroft, Id.  
Commission expires: 9-1991

STATE OF IDAHO )  
 : SS  
County of Caribou )

On this 16<sup>th</sup> day of November, 1989, before me, the undersigned Notary Public, in and for said State and County, personally appeared MARCUS J. GIBBS, known or identified to me to be a limited partner of GIBBS FARMS, LIMITED PARTNERSHIP, an Idaho Limited Partnership, whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized and instructed to execute the same on behalf of said Partnership and in said Partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.

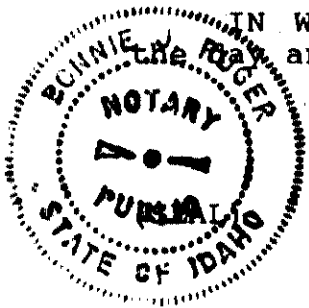


Bonnie J. Ruger  
NOTARY PUBLIC FOR IDAHO  
Residing at Concroft, Id.  
Commission expires: 9-1991

STATE OF IDAHO )  
 : SS  
County of Caribou )

On this 16<sup>th</sup> day of November, 1989, before me, the undersigned Notary Public, in and for said State and County, personally appeared MARCUS J. GIBBS and AFTON A. GIBBS, known or identified to me to be co-Trustees of the GIBBS FAMILY TRUST, whose names are subscribed to the foregoing instrument and acknowledged to me that they are authorized to execute the same as co-Trustees of the GIBBS FAMILY TRUST and as Limited Partners of GIBBS FARMS, LIMITED, an Idaho Limited Partnership, on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and year in this Certificate first above written.

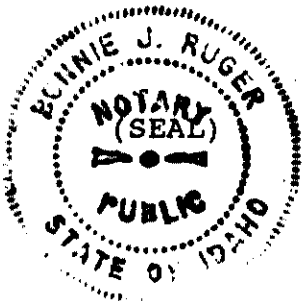


Bonnie J. Ruger  
NOTARY PUBLIC FOR IDAHO  
Residing at: Sawcrott Id.  
Commission expires: 9-1991

STATE OF Idaho )  
 : SS  
County of Caribou )

On this 24<sup>th</sup> day of November, 1989, before me, the undersigned Notary Public, in and for said State and County, personally appeared RICHARD P. MAKOFF, known or identified to me to be a co-Trustee of the GIBBS FAMILY TRUST, whose name is subscribed to the foregoing instrument and acknowledged to me that he is authorized to execute the same as a co-Trustee of the GIBBS FAMILY TRUST and as a Limited Partner of GIBBS FARMS, LIMITED, an Idaho Limited Partnership, on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this Certificate first above written.



Bonnie J. Ruger  
NOTARY PUBLIC FOR Idaho  
Residing at: Sawcrott Id.  
Commission expires: 9-1991