

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

Jan 28 4 02 PM '89  
SECRETARY OF STATE

OF

MARCUSEN INVESTMENT, LTD.

1. A Restated Certificate of Limited Partnership of the above named partnership, hereinafter referred to as the "Certificate" was filed with the Secretary of State for the State of Idaho on December 28, 1982.

2. Paragraphs 5, 6, 10, 13 and 15 of the Certificate are hereby revoked and amended to read as follows, to wit:

5. There are 250 general partnership units having a value of \$150.00 per unit. There are 4,750 limited partnership units each having a value of \$150.00 per unit. The members of the partnership and the number of units which each partner owns are as follows:

NAME	AGREED VALUE	NUMBER OF UNITS
<b>General Partners</b>		
Joseph B. Marcusen and Berthamarie Marcusen	\$ 37,500.00	250
<b>Limited Partners</b>		
Karen Marcusen Botch	\$178,125.00	1,187½
Kerney Marcusen Malo	178,125.00	1,187½
Kimberly Marcusen	178,125.00	1,187½
Kent C. Marcusen	178,125.00	1,187½

6. The partnership commenced on June 1, 1981, and shall continue until terminated as provided in the Marcusen Investment, Ltd., Limited Partnership Agreement, dated December 29, 1989.

10. Partnership net profits and losses are allocated proportionately to the limited and general partners, based upon the number of partnership units held by each such limited or general partner as compared to the total number of partnership units of all limited and general partners.

AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP-1

13. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

(a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and the expenses of liquidation including a sales commission to the selling agent, if any;

(b) To the payment of the debts and liabilities of the Partnership to the Partners;

(c) To the setting up of any reserves which the General Partners deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership. Said reserves shall be paid over by the General Partners to a commercial bank to be designated by the General Partners, as Escrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(d) To the General Partners and Limited Partners to the extent of their net credit balances in their capital and current undistributed profits accounts;

(e) To the General Partners and Limited Partners in the ratio that each Partner's number of capital units whether General or Limited bears to the aggregate units of General or Limited. If there is not a sufficient amount to return all capital contributions to the Partners, they shall share pro rata in the losses in the same proportion as set forth in Paragraph 11 of

the Marcusen Investment, Ltd., Limited Partnership Agreement, dated December 29, 1989;

(f) In the event of a liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal work, selected by a majority of the Partnership interests, and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subparagraph of this paragraph, if such property were sold;

(g) A reasonable time as determined by the General Partners, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partners to minimize any losses attendant upon liquidation;

(h) Any Partner with a deficit in his capital account following the distribution of liquidation proceeds shall restore the amount of deficit to the Partnership, and such amount shall be distributed as hereinbefore set forth.

15. No Limited Partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the General Partners deem it in the best interests of the Partnership, a distribution may be made to the Partners in kind in accordance with the provisions of the Marcusen Investment, Ltd. Limited Partnership Agreement, dated December 29, 1989. No Limited Partner is given priority over another Limited Partner as to return of contribution or income; except that, as among the Limited Partners, in any allocation of return of contribution or income to the Limited Partners, each Limited Partner shall share in the allocation in the proportion

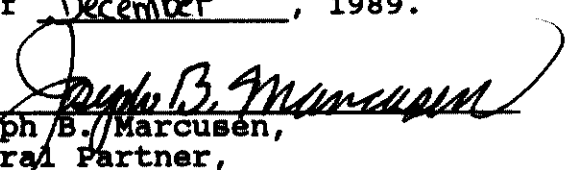
that his number of Partnership units as a Limited Partner bears to the total number of Partnership units held by Limited Partners.

3. The following paragraph 16 is hereby added to the Certificate, to wit:

16. Pursuant to paragraph 16 entitled "Power of Attorney of the Limited Partnership Agreement dated December 29, 1989, each Limited Partner has given each General Partner and each General Partner has given the other General Partners the power to execute this Amendment to Certificate of Limited Partnership.


4. In all other respects the Certificate is hereby confirmed and shall be not changed or affected except as hereinbefore set forth.

DATED this 29<sup>th</sup> day of December, 1989.

  
Joseph B. Marcusen,  
General Partner,  
authorized to sign as attorney-  
in-fact for an on behalf of all  
General and Limited Partners

SUBSCRIBED AND SWORN to before me this 29<sup>th</sup>  
day of December, 1989.

(SEAL)

  
Notary Public for Idaho  
Commission expires: October 11, 1993

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AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP-4