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AMENDED LIMITED PARTNERSHIP CERTIFICATE

~~SECRETARY OF STATE~~

THIS AMENDED LIMITED PARTNERSHIP CERTIFICATE, with respect to COMMONWEALTH INVESTORS I, an Idaho Limited Partnership, is executed in accordance with the requirements of Section 53-208, Idaho Code, and amends that certain Certificate filed September 23, 1982.

1. Name. The name under which the Partnership is and shall be conducted is:

"COMMONWEALTH INVESTORS I"

2. Character of Business. The general character of the business which may be transacted by the Partnership is to engage in the venture capital business by investing in or with an established venture capital company and to perform all acts and do all things necessary of convenient thereto.

3. Registered Agent. The name and address of the registered agent for service of process required to be maintained by Section 53-204, Idaho Code, is:

Donald J. Eaton
4477 Emerald Street, Suite C250
Boise, Idaho 83706

4. Name and Addresses of Partners. The name and business address of each of the Partners is:

<u>Name</u>	<u>Business Address</u>	<u>Partnership Status</u>
Donald J. Eaton	4477 Emerald Street Suite C250 Boise, Idaho 83706	General
Loren D. Blickenstaff, M.D., P.A. Pension Trust	6500 Emerald Boise, Idaho 83704	Limited
Robert L. Colligan, III	2004 Faymont Avenue Manhattan Beach, CA 90266	Limited

Donald J. Eaton H.R. 10 Retirement Plan	Trust Division First Security Bank P. O. Box 2618 Boise, Idaho 83701	Limited
Equity Investment Corporation	1221 Shoreline Lane Suite 100 Boise, Idaho 83706	Limited
John Hepworth Chartered Retirement Trust	2012 Oakwood Twin Falls, Idaho 83301	Limited
Robert F. Klumpp	643 San Juan Way Boise, Idaho 83702	Limited
James B. Lyons	1808 North 21st Boise, Idaho 83702	Limited
Northwest Investments, an Idaho Partnership	1221 Shoreline Lane Suite 100 Boise, Idaho 83706	Limited
E. Wanek Stein Insurance Trust	P. O. Box 1698 Boise, Idaho 83701	Limited
Duane H. Stueckle	200 Parkway Boise, Idaho 83702	Limited
Harold E. Thomas	5127 Hill Road Boise, Idaho 83703	Limited
A. L. Troutner	Trus Joist Corporation 9777 Chinden Blvd. Boise, Idaho 83702	Limited
J. Robert Tullis	1221 Shoreline Lane Suite 100 Boise, Idaho 83706	Limited
Warehouse 223, an Idaho Partnership	c/o Robert J. Ennis P. O. Box 9442 Boise, Idaho 83707	Limited

5. Contributions to Capital. The amount of cash contributed by each Partner to the Partnership is:

<u>Partner</u>	<u>Contribution</u>
Loren D. Blickenstaff, M.D. P.A. Pension Trust	\$50,500.00
Robert L. Colligan, III	\$25,500.00
Donald J. Eaton H.R. 10 Retirement Plan	\$50,000.00
Equity Investment Corporation	\$25,500.00
John Hepworth Chartered Retirement Trust	\$25,500.00
Robert F. Klumpp	\$25,500.00
James B. Lyons	\$25,500.00
Northwest Investments, an Idaho Partnership	\$25,500.00
E. Wanek Stein Insurance Trust	\$25,500.00
Duane H. Stueckle	\$50,500.00
Harold E. Thomas	\$50,500.00
A.L. Troutner	\$25,500.00
J. Robert Tullis	\$25,500.00
Warehouse 223, an Idaho Partnership	\$25,500.00

6. Additional Contributions. Each Limited Partner, with the exception of the General Partner as a Limited Partner, shall contribute a pro-rata share of the operating expenses of the Partnership, said contribution not to exceed, in the aggregate, \$3,000.00 per year.

7. Transfer of Limited Partnership Interest. A Limited Partner shall have the power to assign all or any portion of his Limited Partnership interest upon the following terms and conditions:

(a) The General Partner shall have previously consented to such transfer in writing (which consent shall not be unreasonably withheld) except that the General Partner agrees to consent to the following transfers provided that all of the terms and conditions hereafter stated are satisfied:

(i) Transfer to another Partner of the Partnership;

(ii) A gift to a parent, spouse, lineal descendant, brother or sister of a Limited Partner, or in trust for any such person or for himself;

(iii) Succession or testamentary disposition upon the death of a Limited Partner;

(iv) Transfer to a spouse or former spouse pursuant to an agreement or decree for division of community property upon marital dissolution or legal separation;

(v) Transfer to the former partners upon dissolution of a Partner which is itself a partnership; or

(vi) In the case of a corporate Limited Partner, transfer to any parent, subsidiary or corporation the stockholders of which are the same as the Limited Partner.

(b) The Partnership has obtained an opinion of its legal counsel, or other evidence satisfactory to it, that such transfer would not:

(i) Result in a violation of the Securities Act of 1933;

(ii) Require the Partnership to register as an investment company under the Investment Company Act of 1940;

(iii) Require the Partnership, the General Partner or any partner of the General Partner to register as an investment advisor under the Investment Advisors Act of 1940;

(iv) Result in a termination of the Partnership for federal or Idaho income tax purposes; or

(v) Result in a violation of any law, rule or regulation by the Limited Partner, the Partnership, the General Partner or any Partner of the General Partner.

(c) Prior to making any sale, assignment or transfer of a Limited Partnership interest, or any part thereof (other than those specifically enumerated in clauses (i) through (vi) of subsection (a), above, the Limited Partner shall first give written notice to the General Partner describing the proposed transferee and the terms and conditions of the transaction.

(d) A transferee of a Limited Partnership interest, or any portion thereof, shall become a substituted Limited Partner entitled to all of the rights of a Limited Partner when:

(i) The written consent of the General Partner is obtained, if required, and an Amended Limited Partnership Certificate is recorded; and

(ii) The transferee pays to the Partnership all costs and expenses incurred in connection with such substitution, including, without limitation, costs incurred to obtain the legal opinion referred to in subsection (b), above, and the costs incurred in amending the Partnership's then current Limited Partnership Certificate.

8. Termination of Interest. No Partner has the right to elect nor is there any agreement upon any events which will entitle a Partner to terminate his membership in the Limited Partnership.

9. Receipt of Distributions. No Partner shall have any right to demand a distribution of property, including cash, from the Partnership, except a distribution made to all partners pursuant to the terms of the Limited Partnership Agreement.

10. Return of Capital Contribution. The General Partner has the right to make distributions to the Partners, including a return of all or any part of the Partners' capital contributions, provided that said distributions are made to and among the Partners in accordance with their

respective pro-rata shares of profits and losses as set forth in the Limited Partnership Agreement.

11. Termination of Partnership. The Partnership shall be terminated and dissolved and its affairs wound up:

(a) On a date designated by the General Partner;

(b) Upon the death, retirement or withdrawal of the General Partner, or upon the filing by the General Partner of a voluntary petition in bankruptcy, or upon an adjudication of the General Partner as bankrupt or insolvent, unless a majority of the Limited Partners representing at least sixty percent (60%) of the capital contribution in the Partnership elect, within ninety (90) days from the date of said occurrence, to continue the Partnership and designate a substitute general partner as General Partner; or

(c) Upon the written agreement signed by all Partners to dissolve the Partnership.

12. Continuation of Partnership by Remaining General Partners. In the event there is more than one (1) General Partner, the remaining General Partner(s) shall have the right to continue the business of the Partnership if one (1) of the General Partners withdraws from the Partnership.

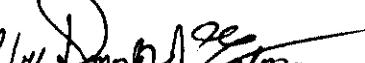
EXECUTED this 19th day of October, 1982.

GENERAL PARTNER:


DONALD J. EATON

LIMITED PARTNERS:

Loren D. Blickenstaff, M.D., P.A.
Pension Trust,

By  
Loren D. Blickenstaff, M.D.,
Trustee, by Donald J. Eaton,
Attorney-In-Fact

Robert L. Colligan by Donald J. Eaton
Robert L. Colligan, H.R. by
Donald J. Eaton, his Attorney-In-Fact

Donald J. Eaton H.R. 10 Retirement
Plan, First Security Bank of
Idaho, N.A., Trustee

Mark A. Simonson by Donald J. Eaton
Mark A. Simonson, Trust Officer
by Donald J. Eaton, his
Attorney-In-Fact

Equity Investment Corporation

J. Robert Tullis by Donald J. Eaton
J. Robert Tullis, President
by Donald J. Eaton, his
Attorney-In-Fact

John Hepworth Chartered
Retirement Trust

John C. Hepworth by Donald J. Eaton
John C. Hepworth, Trustee
by Donald J. Eaton,
his Attorney-In-Fact

Robert F. Klump by Donald J. Eaton
Robert F. Klump, by Donald J. Eaton,
his Attorney-In-Fact

James B. Lyons by Donald J. Eaton
James B. Lyons, by Donald J. Eaton,
his Attorney-In-Fact

Northwest Investments, an
Idaho Partnership

Morris Griggs by Donald J. Eaton
Morris Griggs, General Partner
by Donald J. Eaton, his
Attorney-In-Fact

E. Wanek Stein Insurance Trust

Wanek R. Stein by Donald J. Eaton
Wanek R. Stein, Trustee, by
Donald J. Eaton, his
Attorney-In-Fact

Duane H. Stueckle by Donald J. Eaton
Duane H. Stueckle, by Donald J.
Eaton, his Attorney-In-Fact

Harold E. Thomas by Donald J. Eaton
Harold E. Thomas, by Donald J.
Eaton, his Attorney-In-Fact

A. L. Troutner by Donald J. Eaton
A. L. Troutner, by Donald J. Eaton,
his Attorney-In-Fact

J. Robert Tullis by Donald J. Eaton
J. Robert Tullis, by Donald J.
Eaton, his Attorney-In-Fact

Warehouse 223, an Idaho Partnership

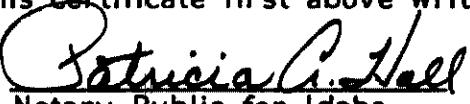
By Robert J. Ennis by Donald J. Eaton
Robert J. Ennis, by Donald J.
Eaton, his Attorney-In-Fact

By Richard W. Ennis by Donald J. Eaton
Richard W. Ennis, by Donald J.
Eaton, his Attorney-In-Fact

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of October, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD J. EATON, known to me to be the General Partner in the Partnership of COMMONWEALTH INVESTORS I, an Idaho Limited Partnership, and the partner or one of the partners who subscribed said Partnership name to the foregoing instrument and acknowledged to me that he executed the same in said Partnership name.

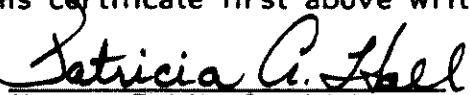
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of October, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD J. EATON, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of LOREN D. BLICKENSTAFF, M.D., Trustee of the LOREN D. BLICKENSTAFF, M.D., P.A. PENSION TRUST; ROBERT L. COLLIGAN, III; MARK A. SIMONSON, Trust Officer of First Security Bank of Idaho, N.A., Trustee for the DONALD J. EATON H.R. 10 RETIREMENT PLAN; J. ROBERT TULLIS, President of EQUITY INVESTMENT CORPORATION; JOHN C. HEPWORTH, Trustee for the JOHN HEPWORTH CHARTERED RETIREMENT TRUST; ROBERT KLUMPP; JAMES B. LYONS; MORRIS GRIGG, General Partner of NORTHWEST INVESTMENTS, an Idaho Partnership; WANEK R. STEIN, Trustee of the E. WANEK STEIN INSURANCE TRUST; DUANE H. STUECKLE; HAROLD E. THOMAS; A. L. TROUTNER; J. ROBERT TULLIS; ROBERT J. ENNIS AND RICHARD W. ENNIS, General Partners of WAREHOUSE 223, an Idaho General Partnership and acknowledged to me that he subscribed the name of the foregoing thereto as principals, and his own name as attorney-in-fact.

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


Notary Public for Idaho
Residing at Boise, Idaho