

Dec 23 8 44 AM '83

STATE OF IDAHO AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE LAZELLE FAMILY LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho and being all the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. Name. The name of the limited partnership is THE LAZELLE FAMILY LIMITED PARTNERSHIP.

2. Business. The character of the business of the partnership is farming, ranching and real estate.

3. Principal Place of Business. The location of the principal place of business of the partnership shall be at the Edith LaZelle residence, 7307 W. Cove Road, Viola, Idaho 83872, or at such other place as may from time to time be designated by the general partners.

4. Names, Addresses and Designations of Partners. The general partners are:

Edith LaZelle, Route #1, Viola, Idaho 83872
Judith Ann LaZelle Reisenauer, Rt. #1, Box 132, Moscow, ID 83843

The limited partners are:

Edith LaZelle, Route #1, Viola, Idaho 83872
Jo Elaine LaZelle Minden, Route #1, Viola, ID 83872
Joyce LaZelle Alsterlund, Route #1, Viola, ID 83872
Judith Ann LaZelle Reisenauer, Rt. #1, Box 132, Moscow, ID 83843
Gerald A. Reisenauer, Rt. #1, Box 132, Moscow, ID 83843
Ronald A. Alsterlund, Route #1, Viola, ID 83872
Duane Minden, Route #1, Viola, ID 83872

5. Term. The partnership shall commence on the date on which this certificate is filed. It shall continue until terminated as provided in the Limited Partnership Agreement of the LaZelle Family Limited Partnership dated July 14, 1981. 1981.

6. Contributions by Limited Partners.

Edith LaZelle	\$292,000.00
Judith Ann Reisenauer	\$ 45,000.00

Jo Elaine Minden	\$ 48,000.00
Joyce Alsterlund	\$ 48,000.00
Gerald A. Reisenauer	\$ 3,000.00
Duane Minden	\$ 3,000.00
Ronald A. Alsterlund	\$ 3,000.00
Glen LaZelle	\$ 9,000.00

7. Additional Contributions by Limited Partners. The limited partners are not required to make any additional contributions to the partnership.

8. Return of Contributions of Limited Partners. The time when the contributions of each limited partner is to be returned is upon termination and dissolution of the partnership.

9. Limited Partner's Share in Income. The net profits or net losses as determined for federal income tax purposes shall be credited or charged to the general and limited partners in proportion to the interests of the general and limited partners in the manner set out in the partnership agreement which proportions are as follows:

Edith LaZelle as a general partner	--	66 units
Judith A. Reisenauer as a general partner	--	6 units
Edith LaZelle as a limited partner	--	584 units
Jo Elaine Minden as a limited partner	--	87 units
Joyce L. Minden as a limited partner	--	87 units
Judith A. Reisenauer as a limited partner	--	87 units
Gerald A. Reisenauer as a limited partner	--	6 units
Duane Minden as a limited partner	--	6 units
Ronald A. Alsterlund as a limited partner	--	6 units

10. Substitution of Limited Partners. Any limited partner may assign all or part of his or her interest in the partnership to his or her immediate family without consent pursuant to paragraph 15(d) of the agreement or to any other person in compliance with paragraph 15(a), (b) and (c) of the agreement, and such other person may thereafter become a substituted limited partner with respect to the assigned interest subject to (a) the assignment instrument being in form and substance satisfactory to the general partners, (b) acceptance and adoption in writing by the assignee of all of the terms and provisions of the agreement

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personally known to me and acknowledged that she executed the above instrument as her free and voluntary act.

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


Notary Public, State of Idaho