

SECOND AMENDED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
ALPH AND GLADYS JOHNSON FAMILY LIMITED PARTNERSHIP

The undersigned, desiring to amend a limited partnership agreement 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 ALPH AND GLADYS JOHNSON FAMILY LIMITED PARTNERSHIP

2. Business. The character of the business of the partnership is timber raising, farming and ranching.

3. Principal Place of Business. The location of the principal place of business of the partnership shall be at Route 2, P. O. Box 128, Orofino, Idaho 83544 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: ALPH W. JOHNSON  
GLADYS E. JOHNSON

The limited partners are: ALPH W. JOHNSON  
GLADYS E. JOHNSON  
RONALD DALE JOHNSTON  
BARBARA LEE JOHNSTON  
RICHARD ALAN JOHSTON  
MARLENE LOUISE JOHNSTON  
PHILIP ROGER JOHNSTON  
GLENN JOAN JOHNSTON

5. Term. The partnership commenced on the date the original certificate was filed. It will continue until terminated as provided in the Partnership Agreement of the Limited Partnership dated December 13, 1982.

6. Contributions by Limited Partners. The contributions by the Limited Partners are:

ALPH W. JOHNSON	\$145,000.00
GLADYS E. JOHNSON	145,000.00

RONALD ALAN JOHNSTON	40,000.00
BARBARA LEE JOHNSTON	40,000.00
RICHARD ALAN JOHNSTON	40,000.00
MARLENE LOUISE JOHNSTON	40,000.00
PHILIP ROGER JOHNSTON	40,000.00
GLENNA JOAN JOHNSTON	40,000.00

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:

ALPH W. JOHNSON as a general partner	--	10 units
GLADYS E. JOHNSON as a general partner	--	10 units
ALPH W. JOHNSON as a limited partner	--	290 units
GLADYS E. JOHNSON as a limited partner	--	290 units
RONALD D. JOHNSTON as a limited partner	--	80 units
BARBARA L. JOHNSTON as a limited partner	--	80 units
RICHARD A. JOHNSTON as a limited partner	--	80 units
MARLENE L. JOHNSTON as a limited partner	--	80 units
PHILIP R. JOHNSTON as a limited partner	--	80 units
GLENNA J. JOHNSTON as a limited partner	--	80 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 14(e) of the agreement or to any other person in compliance with paragraph 14(a), (b) (c) and (d) 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 then in effect, (c) the consent of the general partners, (d) the execution and delivery to the general partners of such documents and the taking of such other action as the general

partners shall reasonably deem necessary or advisable to cause such assignee to become a substituted limited partner and (e) the payment by such assignee of all reasonable expenses required by the general partners to be paid in connection therewith and generally meeting the requirements of §15 of the agreement.

11. Admission of Additional Limited Partners. Except as provided in paragraph 14, the partners have no right to admit additional limited partners.


12. Priorities Among Limited Partners. There is no priority among the limited partners.

13. Continuation of Business. The business of the partnership may be continued upon the death, retirement or incapacity of a general partner.

14. Right to Receive Property Other Than Cash. 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, they may distribute assets of the partnership to the partners in kind in accordance with the provisions of paragraph 16 of the agreement.

IN WITNESS WHEREOF, the certificate is signed and sworn to this 1st day of January, 1983.

GENERAL PARTNERS (for themselves and for the limited partners pursuant to the terms of the partnership agreement):

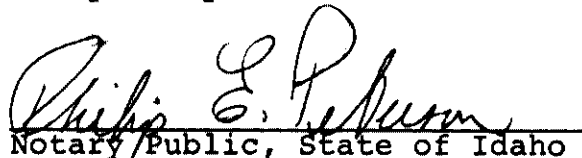
  
ALPH W. JOHNSON

  
GLADYS E. JOHNSON

STATE OF IDAHO                    )  
                                      ) ss.  
County of Clearwater            )

On this the 1st day of January, 1983, before me, the undersigned, a Notary Public in and for the said State, personally appeared ALPH W. JOHNSON and GLADYS E. JOHNSON who are personally known to me and acknowledged that they executed the above instrument as their 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