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SECRETARY OF
FIRST AMENDED
STATE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
RAY UHLENKOTT LIMITED PARTNERSHIP

The undersigned, desiring to amend a limited partnership agreement and certificate 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 RAY UHLENKOTT LIMITED PARTNERSHIP

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

3. Principal Place of Business. The location of the principal place of business of the partnership shall be at Fenn, Idaho 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: RAYMOND (a/k/a RAY) UHLEKNOTT
HILDEGARDE B. UHLENKOTT

The limited partners are: RAYMOND (a/k/a RAY) UHLEKNOTT
HILDEGARDE B. UHLENKOTT
CHARLES R. UHLENKOTT
KERREY A. UHLENKOTT
WILLIAM F. UHLENKOTT
MARGARET EILEEN UHLENDOTT
TIMOTHY J. UHLENKOTT
EDRA ARLENE UHLENKOTT
PATRICK A. UHLENKOTT
CONNIE UHLENKOTT
MARY J. UHLENKOTT
KATHRYN L. UHLENKOTT
ELAINE M. ALQUIST

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 Limited Partnership dated November , 1982.

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

RAYMOND (a/k/a RAY) UHLEKNOTT	\$1,166,000.00
HILDEGARDE B. UHLENKOTT	1,166,000.00
CHARLES R. UHLENKOTT	13,000.00
KERRY A. UHLENKOTT	13,000.00
WILLIAM F. UHLENKOTT	13,000.00
MARGARET EILEEN UHLENDOTT	13,000.00
TIMOTHY J. UHLENKOTT	13,000.00
EDRA ARLENE UHLENKOTT	13,000.00
PATRICK A. UHLENKOTT	13,000.00
CONNIE UHLENKOTT	13,000.00
MARY J. UHLENKOTT	13,000.00
KATHRYN L. UHLENKOTT	13,000.00
ELAINE M. ALQUIST	13,000.00

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:

RAYMOND (a/k/a RAY) UHLEKNOTT	
as a general partner	-- 100 units
HILDEGARDE B. UHLENKOTT	
as a general partner	-- 100 units
RAYMOND (a/k/a RAY) UHLEKNOTT	
as a limited partner	-- 2,332 units
HILDEGARDE B. UHLENKOTT	
as a limited partner	-- 2,332 units
CHARLES R. UHLENKOTT	
as a limited partner	-- 26 units
KERRY A. UHLENKOTT	
as a limited partner	-- 26 units
WILLIAM F. UHLENKOTT	
as a limited partner	-- 26 units
MARGARET EILEEN UHLENDOTT	
as a limited partner	-- 26 units

TIMOTHY J. UHLENKOTT		
as a limited partner	--	26 units
EDRA ARLENE UHLENKOTT		
as a limited partner	--	26 units
PATRICK A. UHLENKOTT		
as a limited partner	--	26 units
CONNIE UHLENKOTT		
as a limited partner	--	26 units
MARY J. UHLENKOTT		
as a limited partner	--	26 units
KATHRYN L. UHLENKOTT		
as a limited partner	--	26 units
ELAINE M. ALQUIST		
as a limited partner	--	26 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 16th day of December, 1982.

GENERAL PARTNERS and on behalf of the Limited Partners pursuant to the terms of the partnership agreement:


RAYMOND (a/k/a RAY) UHLEKNOTT


HILDEGARDE B. UHLENKOTT

STATE OF IDAHO)
) ss.
County of Idaho)

On this the 16th day of December, 1982, before me, the undersigned, a Notary Public in and for the said State, personally appeared RAYMOND (a/k/a RAY) UHLEKNOTT and HILDEGARDE B. UHLENKOTT 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