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FIRST AMENDED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF

SOM'RE HOME LIMITED PARTNERSHIP  
(know known as Som'er Home 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 changed from SOM'RE HOME LIMITED PARTNERSHIP to SOM'ER HOME 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 LUCY E. BAUMGARTNER residence, Route 2, Box 144, Genesee, Idaho 83832, 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 partner and registered agent is:

LUCY E. BAUMGARTNER  
Route 2, Box 144  
Genesee, Idaho 83832

The limited partners are:

DONALD J. BAUMGARTNER  
Route 2, Box 144  
Genesee, Idaho 83832

ANN M. BAUMGARTNER  
Route 2, Box 144  
Genesee, Idaho 83832

SUSAN E. BAUMGARTNER  
7300 Cedarpost Road  
Liverpool, New York 13088

MARILYN P. BARNES  
28-14 Quial Ridge Drive  
Plainsboro, New Jersey 08536

TERESA A. LARSON  
11627 N.E. 145th  
Kirkland, Washington 98034

CERTIFICATE OF SOM'RE HOME LIMITED PARTNERSHIP

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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 SOM'RE HOME LIMITED PARTNERSHIP dated June 5, 1988.

5.5 Contribution by General Partner.

Lucy E. Baumgartner	\$239,599
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6. Contributions by Limited Partners.

DONALD J. BAUMGARTNER	\$53,785
ANN M. BAUMGARTNER	\$53,785
SUSAN E. BAUMGARTNER	\$53,928
MARILYN P. BARNES	\$53,785
TERESA A. LARSON	\$53,785

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:

Lucy E. Baumgartner as a general partner	239,599 units
Donald J. Baumgartner as a limited partner	53,785 units
Ann M. Baumgartner as a limited partner	53,785 units
Susan E. Baumgartner as a limited partner	53,928 units
Marilyn P. Barnes as a limited partner	53,785 units
Teresa A. Larson as a limited partner	53,785 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 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 paragraph 15(f) of the agreement.

11. Admission of Additional Limited Partners. Except as provided in paragraph 15, 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 17 of the agreement.

IN WITNESS WHEREOF, the certificate is signed and sworn to this 5th day of June, 1988 by a General Partner on behalf of herself and all Partners (Lucy E. Baumgartner signing for all partners by power of attorney).

GENERAL PARTNER:

  
Lucy E. Baumgartner for  
herself and on behalf of  
all Limited Partners

STATE OF IDAHO )

County of Latah )

) ss.

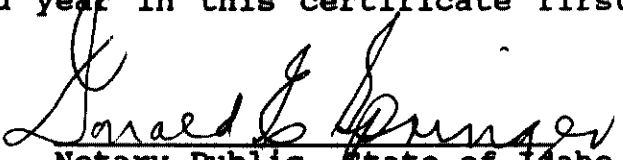
On this the 3 day of August 1988, before me, the undersigned, a Notary Public in and for the said State, personally appeared a General Partner, Lucy E. Baumgartner, a General Partner in the SOM'ER HOME Limited Partnership, who is personally known to me and acknowledged that she executed the above instrument as her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed

CERTIFICATE OF SOM'RE HOME LIMITED PARTNERSHIP

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my official seal on the day and year in this certificate first  
above written.

  
Notary Public, State of Idaho