

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP  
OF

V. W. H. FAMILY, A LIMITED PARTNERSHIP

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SEC. OF STATE  
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STATE OF IDAHO            )  
                              ) ss.  
County of Boundary        )

We, the undersigned, desiring to form a Limited Partnership pursuant to the laws of the State of Idaho certify as follows:

**FIRST:**     The name of the Partnership.

The name of the Partnership is V. W. H. Family, a Limited Partnership.

**SECOND:**    The character of the business.

The character of the business is Investments.

**THIRD:**    The location of the principal place of business and the name and address of the agent for service of process.

The Limited Partnership business shall be conducted at HCR 61, Bonners Ferry, Idaho.

The name and address of the agent for service of process is Verl W. Hubbard at HCR 61, Bonners Ferry, Idaho 83805.

**FOURTH:**    The name and place of residence of each member, General and Limited Partners being separately designated.

<u>Name</u>	<u>Type of Partner</u>	<u>Address</u>
Verl W. Hubbard	General	HCR 61 Bonners Ferry, ID 83805
Karen C. Hubbard	Limited	HCR 61 Bonners Ferry, ID 83805
Verl W. Hubbard	Limited	HCR 61 Bonners Ferry, ID 83805

**FIFTH:**    The term of which the Partnership is to exist.

The term of this Limited Partnership and of this agreement shall commence on the opening of business on the 20th day of June, 1985, and shall continue until dissolved or terminated as provided for herein.

**SIXTH:** The amount of cash and a description of and the agreed value of the other property contributed by each Partner.

The contribution of the General Partner shall have no monetary value, but shall be limited to management services provided to the Limited Partnership.

The contribution of the Limited Partners shall be as follows:

<u>Name</u>	<u>Amount</u>
Verl W. Hubbard	Land - \$450,000.00
Karen C. Hubbard	Land - \$750,000.00

**SEVENTH:** The additional contributions, if any, agreed to be made by each Limited Partners and the times at which, or events of on the happening of which, they shall be made.

None.

**EIGHTH:** The time, if agreed upon, when the contribution of each Limited Partner is to be returned.

None.

**NINTH:** The share of the profits, or the other compensation by way of income, which each Limited Partner shall receive by reason of his contribution.

<u>Name</u>	<u>Percentage</u>
Verl W. Hubbard	30.00
Karen C. Hubbard	50.00

**TENTH:** The right, if given, of a Limited Partner to substitute as assignee as contributor in his place, and the terms and conditions of the substitution.

None.

**ELEVENTH:** The right, if given, of the Partners to admit additional Limited Partners.

None.

**TWELFTH:** The right, if given, of one or more of the Limited Partners to priority over other Limited Partners as to contributions, or as to compensation by way of income, and the nature of such priority.

None.

**THIRTEENTH:** The rights, if given, of the remaining General Partner or Partners to continue the business upon the death, retirement, or adjudicated incompetence of a General Partner.

The death, retirement or adjudicated incompetence of a General Partner shall not terminate the Partnership business and shall have no effect upon the continuance of the Partnership business. The remaining General Partner(s), including those General Partner(s) elected under the provisions of Paragraph 6(a) of the Partnership Agreement, shall continue the Partnership business following the death, retirement or adjudicated incompetency of a General Partner(s).

**FOURTEENTH:** The right, if given, of a Limited Partner to demand and receive property other than cash in return for his contribution.

None.

For convenience in execution, this Certificate of Limited Partnership may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


DATED this 10 day of April, 1991.

GENERAL PARTNER:

  
VERL W. HUBBARD

LIMITED PARTNERS:

  
VERL W. HUBBARD

  
KAREN C. HUBBARD

STATE OF IDAHO                    )  
  ) ss.  
County of Boundary            )

On this 10th day of April, 1991, before me, a Notary Public in and for said State, personally appeared VERL W. HUBBARD and KAREN C. HUBBARD, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Marlene Griffith  
NOTARY PUBLIC--State of Idaho  
Residing at: Bonanza Ferry  
My Commission Expires: 8-1-93