

AMENDED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
THE ORIE C. ZACCARDI FAMILY LIMITED PARTNERSHIP

STATE OF IDAHO

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County of Bannock

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the partnership is The Orie C. Zaccardi Family Limited Partnership.

2. The general nature of the partnership business is the sale of wine and beer distribution.

3. The name and address of the registered agent of the partnership is:

Orie C. Zaccardi  
1350 Cedar Lake Road  
Pocatello, Idaho 83204

4. The principal place of business of the partnership is Pocatello, Idaho.

5. The names and addresses of each general and limited partner are as follows:

<u>GENERAL PARTNERS</u>	<u>PLACE OF BUSINESS</u>
Orie C. Zaccardi	1350 Cedar Lake Road Pocatello, Idaho 83204
Gloria Zaccardi	1350 Cedar Lake Road Pocatello, Idaho 83204

  

<u>LIMITED PARTNERS</u>	<u>PLACE OF BUSINESS</u>
Orie C. Zaccardi	1350 Cedar Lake Road Pocatello, Idaho 83204
Gloria Zaccardi	1350 Cedar Lake Road Pocatello, Idaho 83204

6. The term of the partnership commences on the 16th day of April, 1987, and shall continue indefinitely until terminated in the manner provided in the Articles of Partnership.

7. A description of the original capital contributions of each partner is as follows:

General Partners	General Partnership Units	Percent of Interest	Amount of Capital
Orie C. Zaccardi and Gloria Zaccardi (community property)	100	10%	\$ 49,970.00
Limited Partners	Limited Partnership Units	Percent of Interest	Amount of Capital
Orie C. Zaccardi and Gloria Zaccardi (community property)	900	90%	\$449,730.00

8. There is no agreement concerning the making of additional contributions by any limited partner, nor is there any agreement concerning the time when the contribution of any limited partner is to be returned.

9. The share of profits in the partnership business which each limited partner shall receive by reason of his contribution of capital is as follows: the net profits of the partnership shall be divided among all partners in proportion to their percentage ownership of the capital of the partnership.

10. A limited partner may not assign, encumber, give, pledge, transfer, devise, bequeath, or in any manner whatsoever dispose of all or any part of a partnership.

11. Additional limited partners may be admitted only upon the consent of all of the general partners.

12. There are no priorities between the limited partners as to contributions or as to compensation by way of income.

13. In the event of the death, retirement or withdrawal of any general partner, the partnership shall be dissolved, but the remaining partners shall have the right to continue the partnership business by purchasing the deceased partner's interest.

DATED this 20<sup>th</sup> day of October, 1988.

DATED: 10-20-88

Orin J. Piccardi

DATED: 10/20/88

Gloria Piccardi  
GENERAL PARTNERS

DATED: 10-20-88

Orin J. Piccardi

DATED: 10/20/88

Gloria Piccardi  
LIMITED PARTNERS

SUBSCRIBED AND SWORN to before me this 20 day  
of October, 1988.

Edda B. McDaniel  
NOTARY PUBLIC FOR IDAHO  
Residing at Pocatello, Idaho  
My Commission Expires: 7/25/91

(SEAL)