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SECRETARY OF
STATE
FIRST AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
JOE AND FRANCES MCCANN 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 JOE AND FRANCES MCCANN 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 202 26th Avenue, Lewiston, 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: JOSEPH P. MCCANN
FRANCES E. MCCANN

The limited partners are: JOSEPH P. MCCANN
FRANCES E. MCCANN
MICHAEL JAMES MCCANN
MICHAEL JAMES MCCANN, TRUSTEE OF
THE MICHAEL JAMES MCCANN TRUST FOR MINORS, ROBERT CHARLES
MCCANN and STEPHEN JOSEPH MCCANN, beneficiaries
CHESTER PATRICK MCCANN
BARBARA LYNN MCCANN RICE
RICHARD RICE
BARBARA LYNN MCCANN RICE, TRUSTEE
OF THE BARBARA LYNN MCCANN RICE TRUSTS FOR MINORS, PATRICK
JOSEPH LORENTZ, GREGORY SCOTT LORENTZ and REBECCA RAE
LORENTZ, beneficiaries

JEANNIE MARIE MCCANN SMITH
JEANNIE MARIE MCCANN SMITH,
TRUSTEE OF THE JEANNIE MARIE MCCANN SMITH TRUSTS FOR MINORS,
CRAIG DAVID SMITH and MATHEW QUENTIN SMITH, beneficiaries
ROSEMARY JO MCCANN
THOMAS JOE MCCANN
KATHERINE MCCANN (wife of THOMAS

JOSEPH MCCANN)
THOMAS JOE MCCANN, TRUSTEE OF THE
THOMAS JOE MCCANN TRUSTS FOR MINORS, CARL J. MCCANN, TONI
LYNN MCCANN, FRANCES ROSE MCCANN, JOSEPH PATRICK MCCANN and
ROBIN LEE MCCANN, beneficiaries

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

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

JOSEPH P. MCCANN	\$623,767.50
FRANCES E. MCCANN	\$623,767.50
MICHAEL JAMES MCCANN	\$18,000
MICHAEL JAMES MCCANN, TRUSTEE OF THE MICHAEL JAMES MCCANN TRUST FOR MINORS, ROBERT CHARLES MCCANN and STEPHEN JOSEPH MCCANN, beneficiaries	\$15,000
CHESTER PATRICK MCCANN	\$18,000
BARBARA LYNN MCCANN RICE	\$18,000
RICHARD RICE	\$18,000
BARBARA LYNN MCCANN RICE, TRUSTEE OF THE BARBARA LYNN MCCANN RICE TRUSTS FOR MINORS, PATRICK JOSEPH LORENTZ, GREGORY SCOTT LORENTZ and REBECCA RAE LORENTZ, beneficiaries	\$22,500
JEANNIE MARIE MCCANN SMITH	\$18,000
JEANNIE MARIE MCCANN SMITH, TRUSTEE OF THE JEANNIE MARIE MCCANN SMITH TRUSTS FOR MINORS, CRAIG DAVID SMITH and MATHEW QUENTIN SMITH, beneficiaries	\$15,000
ROSEMARY JO MCCANN	\$18,000
THOMAS JOE MCCANN	\$18,000
KATHERINE MCCANN (wife of THOMAS JOSEPH MCCANN)	\$18,000
THOMAS JOE MCCANN, TRUSTEE OF THE THOMAS JOE MCCANN TRUSTS FOR MINORS, CARL J. MCCANN, TONI LYNN MCCANN, FRANCES ROSE MCCANN, JOSEPH PATRICK MCCANN and ROBIN LEE MCCANN, beneficiaries	\$37,500

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:

JOSEPH P. MCCANN as a general partner -- 100 units
FRANCES E. MCCANN as a general partner -- 100 units

JOSEPH P. MCCANN as a limited partner -- 2,495 units
FRANCES E. MCCANN as a limited partner -- 2,495 units
MICHAEL JAMES MCCANN as a limited partner -- 36 units
MICHAEL JAMES MCCANN, TRUSTEE OF THE MICHAEL JAMES
MCCANN TRUST FOR MINORS, ROBERT CHARLES MCCANN and
STEPHEN JOSEPH MCCANN, beneficiaries, a limited
partner -- 30 units
CHESTER PATRICK MCCANN, a limited partner -- 36 units
RICHARD RICE, as a limited partner -- 36 units
BARBARA LYNN MCCANN RICE, a limited partner--36 units
BARBARA LYNN MCCANN RICE, TRUSTEE OF THE BARBARA LYNN
MCCANN RICE TRUSTS FOR MINORS, PATRICK JOSEPH LORENTZ,
GREGORY SCOTT LORENTZ and REBECCA RAE LORENTZ,
beneficiaries, a limited partner -- 45 units
JEANNIE MARIE MCCANN SMITH, limited partner-- 36 units
JEANNIE MARIE MCCANN SMITH, TRUSTEE OF THE JEANNIE
MARIE MCCANN SMITH TRUSTS FOR MINORS, CRAIG DAVID SMITH and
MATHEW QUENTIN SMITH, beneficiaries -- 30 units
ROSEMARY JO MCCANN as a limited partner --36 units
THOMAS JOE MCCANN as a limited partner --36 units
KATHERINE MCCANN (wife of THOMAS JOSEPH MCCANN)
as a limited partner --36 units
THOMAS JOE MCCANN, TRUSTEE OF THE THOMAS JOE MCCANN
TRUSTS FOR MINORS, CARL J. MCCANN, TONI LYNN MCCANN,
FRANCES ROSE MCCANN, JOSEPH PATRICK MCCANN and ROBIN
LEE MCCANN, beneficiaries, as a limited partner
-- 75 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 13th day of December, 1982.

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

Joseph P. McCann
JOSEPH P. MCCANN
By Frances E. McCann
Frances E. McCann
FRANCES E. MCCANN

STATE OF IDAHO

County of Nez Perce

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) ss.
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On this the 1st th day of December, 1982, before me, the undersigned, a Notary Public in and for the said State, personally appeared JOSEPH P. MCCANN and FRANCES E. MCCANN who are personally known to me and acknowledged that they executed the above instrument as their free and voluntary act and as general partners of the named partnership.

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