

AMENDED

CERTIFICATE OF LIMITED PARTNERSHIP

OF

THE GRANT B. SHIPPEN

FAMILY LIMITED PARTNERSHIP

An Idaho Limited Partnership

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WHEREAS, the General Partners and the Original Limited Partners have formed a limited partnership under an Agreement of Limited Partnership dated December 30, 1982 and under the provisions of the Idaho Uniform Limited Partnership Act; and

WHEREAS, the Partners now wish to amend the Original Agreement to provide, among other matters, for (1) the addition of another limited partner, (2) changing percentage ownership of each Partner and (3) changing the value of the Partnership;

NOW THEREFORE, the parties hereto agree as follows:

The parties hereto do hereby certify that an Amended Certificate of Limited Partnership Agreement was made effective the 15th day of July, 1985, at Idaho Falls, Idaho, by the following, hereinafter called "General Partners":

Grant B. Shippen

Margie T. Shippen

and by the following, hereinafter referred to as "Limited Partners", including one new Limited Partner:

Grant B. Shippen
Margie T. Shippen
Sheryl Ann Savidis
Kelley Ann Savidis
Jamie Lynn Savidis
Justin Grant Savidis
Michele Lee Savidis
Debra Kay Bluth
Trevor MacDonald Bluth
Krysta Kay Bluth
Ashlei Marge Bluth

W I T N E S S E T H :

Section 1.1. Formation. The Partners hereby form a Limited Partnership pursuant to the provisions of Section 53-208 of the Limited Partnership Act, Idaho Code Annotated, 1947, as amended. The Partners shall execute and cause to be filed a Certificate of Limited Partnership, as required by Idaho Code Annotated, Section 53-208 (a).

1. Name. The name of this Limited Partnership is THE GRANT B. SHIPPEN FAMILY LIMITED PARTNERSHIP.

2. Business. The general character of the Partnership business shall be to own, develop and lease real estate and equipment, and conduct a general business as thereto related.

3. Principal Place of Business. The location of the principal place of business of the Partnership is 2325 Craig Avenue, Idaho Falls, Idaho 83401.

4. Registered Agent. The registered agent for service for this Limited Partnership is Grant B. Shippen whose address is 2325 Craig Avenue, Idaho Falls, Idaho 83401.

5. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNERSPLACE OF RESIDENCE

Grant B. Shippen	2325 Craig Avenue Idaho Falls, Idaho 83401
Margie T. Shippen	2325 Craig Avenue Idaho Falls, Idaho 83401

LIMITED PARTNERSPLACE OF RESIDENCE

Grant B. Shippen	2325 Craig Avenue Idaho Falls, Idaho 83401
Margie T. Shippen	2325 Craig Avenue Idaho Falls, Idaho 83401
Sheryl Ann Savidis	<u>1660</u> Del Mar Idaho Falls, Idaho 83401
Kelley Ann Savidis	" "
Jamie Lynn Savidis	" "
Justin Grant Savidis	" "
Michele Lee Savidis	" "
Debra Kay Bluth	2178 Craig Avenue Idaho Falls, Idaho 83401
Trevor MacDonald Bluth	" "
Krysta Kay Bluth	" "
Ashlei Marge Bluth	" "

6. Term. The Partnership shall began on the 30th day of December, 1982, and shall continue for twenty-five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part

of his capital contribution except upon dissolution of the Partnership.

9. Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner shall have the right to sell his interest in the Partnership acting through the guardian, but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

11. Additional Limited Partners. The General Partners may admit additional limited partners.

12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with a new agreed upon value of \$265,949.41.

<u>Partners</u>	<u>Percentage Interest</u>	<u>Contribution</u>
Grant B. Shippen	17.125%	\$45,543.83
Margie T. Shippen	17.125%	\$45,543.83
Sheryl Ann Savidis	7.890%	\$20,983.41
Sheryl Ann Savidis as legal custodian for the following minor children:		
Kelley Ann Savidis	7.890%	\$20,983.41
Jamie Lynn Savidis	7.890%	\$20,983.41
Justin Grant Savidis	7.890%	\$20,983.41
Michelle Lee Savidis	7.890%	\$20,983.41
Debra Kay Bluth	7.890%	\$20,983.41
Debra Kay Bluth as legal custodian for the following minor children:		
Trevor MacDonald Bluth	7.890%	\$20,983.41
Krysta Kay Bluth	7.890%	\$20,983.41
Ashlei Marge Bluth	2.630%	\$6,994.47

GENERAL PARTNERS:


GRANT B. SHIPPEN


MARGIE T. SHIPPEN

LIMITED PARTNERS:

Grant B. Shippen
GRANT B. SHIPPEN

Margie T. Shippen
MARGIE T. SHIPPEN

Sheryl Ann Savidis
SHERYL ANN SAVIDIS

Sheryl Ann Savidis
SHERYL ANN SAVIDIS
as legal custodian for the
following minor children:
Kelley Ann Savidis
Jamie Lynn Savidis
Justin Grant Savidis
Michele Lee Savidis

Debra Kay Bluth
DEBRA KAY BLUTH

Debra Kay Bluth
DEBRA KAY BLUTH
as legal custodian for the
following minor children:
Trevor MacDonald Bluth
Krysta Kay Bluth
Ashlei Marge Bluth

SCHEDULE "A"

Attached to THE GRANT B. SHIPPEN FAMILY LIMITED PARTNERSHIP
dated the 30th day of December, 1982.

1. The following real estate subject to the encumbrances
owed thereon to-wit:

- A. All of Lots 17 through 23, Block 8, Jennie Lee Addition, Division No. 8, to the City of Idaho Falls, County of Bonneville, State of Idaho, according to the recorded plat thereof.

BONNEVILLE COUNTY, STATE OF IDAHO.

- B. The east 25 feet of Lot 3, all of Lot 4, Block 10, First Amended Plat of South Park Addition, to the City of Idaho Falls, County of Bonneville, State of Idaho, according to the recorded plat thereof.

BONNEVILLE COUNTY, STATE OF IDAHO.

- C. Lot 5, and the southwest 15 feet of Lot 6, Block 10, First Amended Plat of South Park Addition, to the City of Idaho Falls, County of Bonneville, State of Idaho, according to the recorded plat thereof.

BONNEVILLE COUNTY, STATE OF IDAHO.

- D. All of Lot 7, Block 93, Riverside Addition to the City of Idaho Falls, according to the recorded plat thereof.

BONNEVILLE COUNTY, STATE OF IDAHO.

The above-described real estate is hereby conveyed
to said Grant B. Shippen Limited Partnership with Grantors
retaining the obligation to personally pay all obligations
thereon if any presently exist.

2. \$90.00 (\$10.00 each) from Sheryl Ann Savidis, Kelley Ann Savidis, Jamie Lynn Savidis, Justin Grant Savidis, Michele Lee Savidis, Debra Kay Bluth, Trevor MacDonald Bluth, Krysta Kay Bluth and Ashlei Marge Bluth.

Grant B. Shippen
GRANT B. SHIPPEN

Margie T. Shippen
MARGIE T. SHIPPEN

STATE OF Idaho)
COUNTY OF Bannock) ss.

On the 15th day of July, 1985, personally appeared before me Grant B. Shippen and Margie T. Shippen, the signers of the within instrument, who duly acknowledged to me that they executed the same.

[Signature]
Notary Public
Residing at: Idaho Falls ID

My commission expires: 5.4.88