

CERTIFICATE OF AMENDMENT OF
Nov 20 4 57 PM '83
LIMITED PARTNERSHIP
SECRETARY OF STATE

We, the undersigned, execute this CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP for Tereco Limited Partnership. This CERTIFICATE OF AMENDMENT OF LIMITED PARTNERSHIP amends the CERTIFICATE OF CORRECTION AND RESTATEMENT OF LIMITED PARTNERSHIP AGREEMENT filed with the state of Idaho on February 16, 1984. The event under Section 53-209(b) of the Idaho Code which necessitates this amendment is the withdrawal of N.K. Terteling as a limited partner. The undersigned, desiring to continue Tereco Limited Partnership, hereby certify as follows:

1. Name. The business of the limited partnership shall be conducted under the name of Tereco Limited Partnership.

2. Purpose. The purpose of this partnership shall be to carry on whatever business or activity the partners may elect to pursue so long as the same may be legally conducted by persons at the time and place thereof, including but not limited to the operation of business enterprises, land development, mining and construction.

3. Registered Agent. The registered agent for this partnership shall be:

N. L. Terteling Family Interests, Inc.
500 East Baybrook Court
Boise, Idaho 83702

4. Partners. The partners are as follows:

A. General Partner:

N. L. Terteling Family Interests, Inc.
500 East Baybrook Court
Boise, Idaho 83702

B. Limited Partners:

(i) Angela B. Terteling - individually and as personal representative of the estate of N. L. Terteling, deceased

3300 Crescent Rim Drive
Boise, Idaho 83706

(ii) Angela M. Terteling
3300 Crescent Rim Drive
Boise, Idaho 83706

5. Capital Contributions and Accounts: The initial contribution to TEREKO Limited Partnership by each limited partner hereto consisted of a cash contribution of Five Thousand Dollars (\$5,000) and a property contribution of Four Hundred Ninety-Five Thousand Dollars (\$495,000) for a total initial capital contribution of Five Hundred Thousand Dollars (\$500,000). An initial capital contribution of Fifteen Thousand Dollars (\$15,000) has been contributed to TEREKO Limited Partnership in behalf of the general partner. The initial contribution to J. A. Terteling & Sons Co. was Five Thousand Dollars (\$5,000) by N. L. Terteling and Angela B. Terteling, husband and wife. The total initial capital contributions of the partners to the partnership were, therefore:

Limited PartnersCapital Contribution

Angela B. Terteling - individually
and as personal representative of
the estate of N. L. Terteling, deceased \$ 505,000

Angela M. Terteling \$ 500,000

General PartnerCapital Contribution

N. L. Terteling Family Interests, Inc. \$ 15,000

The initial capital accounts of the partners in the partnership shall be adjusted, to properly reflect profits, losses, contributions and withdrawals with respect to the predecessor limited partnerships prior to the date of merger.

Each limited partner may make additional contributions to the capital of the partnership in such amount as may from time to time be agreed upon by the general partner. No capital contribution shall be made by the general partner without the consent of all limited partners.

An individual capital account shall be maintained for each partner, to which shall be credited or debited such partners's (a) contributions or withdrawals of capital, (b) percentage interest in profits and losses and (c) percentage interest in any adjustment (increase or decrease) in the net value of partnership assets.

6. Profits and Losses: Prior to allocating profits or losses to the limited partners the general partner shall be allocated one percent (1%) of the profits or losses for the accounting period, excluding the income from coal royalties, which shall be allocated as provided in paragraph 7 below. All remaining earnings and losses of the partnership, excluding the

income from coal royalties, shall be divided equally among the limited partners.

The net profits of the partnership shall be determined in accordance with generally accepted accounting principles with the fiscal year of the partnership being the calendar year.

7. Coal Royalties. The parties acknowledge that Angela B. Terteling, individually and as personal representative of the estate of N. L. Terteling, deceased, has contributed or agreed to contribute to the partnership her interest and the interest of the estate in and to coal royalties payable pursuant to mineral rights in real property located in Ohio County, Kentucky, and Muhlenberg County, Kentucky, and under a coal mining lease dated May 10, 1957, by and between Terteling Bros., Inc., and Peabody Coal Company. Angela M. Terteling has contributed or agreed to contribute to the partnership her interest in and to the coal royalties. All income realized by the partnership with respect to the coal royalties contributed by Angela B. Terteling, individually and as personal representative, shall be allocated to Angela B. Terteling. All income realized by the partnership with respect to the coal royalties contributed by Angela M. Terteling shall be allocated to Angela M. Terteling. The capital accounts of Angela B. Terteling and Angela M. Terteling shall be adjusted according to such allocation.

8. Non-Capital Distributions. No partner shall be entitled to receive distributions of property, including cash, except as herein provided.

9. Distributions and Withdrawal of Capital. The limited partners shall have the right to withdraw capital from their capital accounts with the consent of the general partner, provided, that no limited partner shall be allowed to reduce his capital account below his initial capital contribution, and further provided, that no withdrawal of capital shall impair the solvency of the partnership. No limited partner shall receive any payment, conveyance or return of capital at any time in which the assets of the partnership are insufficient to discharge all partnership obligations.

The general partner shall have the right to withdraw capital from its capital account, provided, that the general partner shall not be allowed to reduce its capital account below its initial capital contribution, and further provided, that no withdrawal of capital shall impair the solvency of the partnership. The general partner shall not receive any payment, conveyance or return of capital at any time in which the assets of the partnership are insufficient to discharge all partnership obligations.

10. Assignment of Partnership Interest. The partnership interest of a limited partner may be transferred or assigned only with the prior written consent of all other limited partners, except that paragraph 10 hereof shall apply and control with respect to the transfer of a deceased limited partner's interest.

The general partner shall not sell, assign or otherwise dispose of its interest as general partner in the limited partnership without the prior written consent of all limited partners.

A permitted assignee of a partnership interest shall be admitted as a substituted limited partner upon his payment of the reasonable costs, if any, of effecting such admission.

11. Death or Withdrawal of a Partner. Except to the extent otherwise permitted by Section 9, no limited partner shall have the right to withdraw from the partnership prior to dissolution of the partnership as provided for in this Agreement.

The death of a limited partner shall not dissolve the partnership. In the event of such death, the legal representative of the deceased limited partner shall be deemed to be the assignee of the entire partnership interest of the deceased limited partner and shall be admitted as a substituted limited partner upon the payment of the reasonable costs, if any, of effecting such admission. The estate of the deceased limited partner shall be liable for all his or her liabilities and obligations to the partnership as a limited partner.

The partnership shall dissolve upon the withdrawal of the general partner as defined by Section 53-223, Idaho Code, as now existing or hereafter amended. The partnership shall thereafter conduct only activities necessary to wind up its affairs and liquidate, unless within ninety (90) days after one of the listed events in Section 53-223, the limited partners elect in writing to continue the business of the partnership in a reconstituted partnership consisting of the remaining limited partners and a successor general partner under the terms and conditions of this Agreement.

12. Dissolution. The partnership shall be dissolved and terminated upon the occurrence of any of the following:

(a) When all limited partners and the general partner agree in writing; or

(b) Upon the resignation or disqualification of the general partner and no successor general partner is selected by the remaining limited partners within 90 days following notice of such event.

(c) As may be required by law.

Upon dissolution, the partnership shall immediately commence to wind up its affairs. The partners shall continue to share in the profits and losses during the period of liquidation in the same proportions as before the dissolution. The proceeds from liquidation of the partnership shall be applied as follows:

(a) Payment to the creditors of the partnership, including any limited partner or general partner who is a creditor of the partnership, in the order provided by law; and

(b) Payment to partners shall be made in proportion to their respective capital accounts; and

(c) Any gain or loss on disposition of partnership assets in liquidation shall be credited or charged to the partners in accordance with the manner in which the partners share profits and losses.

13. Records and Accounts. Books of account shall be kept under the supervision of the general partner at the principal place of business of the partnership. The books and records of

the partnership shall be available for examination during reasonable business hours by any limited partner or such partner's authorized agent.

14. Management. The general partner shall have full, exclusive and complete discretion in the management and control of the business and affairs of the partnership for the purposes herein stated and shall make all decisions affecting the partnership affairs and business. The general partner shall manage and control the affairs and business of the partnership to the best of its ability and shall use its best efforts to carry out the purposes of the partnership as set forth herein. No limited partner shall have or exercise any rights in connection with the management of the partnership business. The general partner shall be reasonably compensated for its services to the limited partnership, which compensation shall be in addition to the general partner's interest in the profits and losses of the limited partnership and shall be considered as an expense in determining the net profit or loss of the limited partnership.

15. Notices. All notices which any of the parties may desire or may be required to give any of the other parties shall be in writing and shall be given by prepaid mail directed to the party's respective addresses as shown in the Certificate of Limited Partnership, or as later entered upon the books of the partnership pursuant to written notification to the general partner, signed by the party or parties concerned.

16. Binding Effect. This certificate shall supersede any and all agreements or amendments heretofore made and shall be binding upon and inure to the benefit of the respective parties hereto and their beneficiaries, successors and assigns.

17. Applicable Law. This certificate and the partnership shall be governed by the applicable law of the State of Idaho.

IN WITNESS WHEREOF, the parties have executed this Certificate of Amendment of Limited Partnership effective the 15th day of March, 1984.

N. L. TERTELING FAMILY INTERESTS, INC.,
a corporation

By J. Dale Ballitt
President

ATTEST:

John A. McChesney
Secretary - Treasurer

Angela B. Terteling
Angela B. Terteling

Angela B. Terteling
Angela B. Terteling, Personal Representative
of the Estate of N. L. Terteling, deceased

Angela M. Terteling
Angela M. Terteling