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SECRETARY OF STATE

FIRST AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF

515 MAIN ASSOCIATES LIMITED PARTNERSHIP

SECRETARY OF STATE

The undersigned, desiring to form a limited partnership 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 515 MAIN ASSOCIATES LIMITED PARTNERSHIP.

2. Business. The character of the business of the partnership is REAL ESTATE DEVELOPMENT AND MANAGEMENT.

3. Principal Place of Business. The location of the principal place of business of the partnership shall be at 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: R. RONALD WELLS
JULIE W. WELLS
whose address is:
111 E. First St.
Moscow, Idaho 83843

The limited partners are: ELI RAPIACH
JOAN RAPAICH
whose address is:
1040 Powers
Lewiston, Idaho 83501

ROBERT T. GLEASON
HELEN GLEASON
whose address is:
2133 Carol Drive
Lewiston, Idaho 83501

LARRY G. RULE
LINDA RULE
whose address is:
2914 Meadow Lark Drive
Lewiston, Idaho 83501

5. Term. The partnership shall commence on the date on which this certificate is filed. It shall continue until terminated as provided in the Limited Partnership Agreement of the 515 MAIN ASSOCIATES LIMITED PARTNERSHIP dated 1 July, 1982.

6. Contributions by General Partners:

R. RONALD WELLS	\$ 7,500.00
JULIE W. WELLS	7,500.00

7. Contributions by Limited Partners:

ELI RAPIACH	
JOAN RAPAICH	\$15,000.00

ROBERT T. GLEASON	
HELEN GLEASON	15,000.00

LARRY G. RULE	
LINDA RULE	15,000.00

8. Additional Contributions by Limited Partners. The limited partners are not required to make any additional contributions to the partnership.

9. 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.

10. 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 the manner set out in the partnership agreement with the Limited Partners receiving all profits and investment tax credit for the first five and one-half (5½) years and thereafter sharing with the General Partners in proportion to units owned and losses shared in proportion to units owned by Limited and General Partners.

11. Substitution of Limited Partners. A Limited Partnership interest may only be assigned with the consent of the General Partners accompanied by acceptance of the terms of the partnership agreement in a form satisfactory to the General Partners. A Limited Partner may, however, assign his interest in partnership income and capital without any right in the assignee in the partnership other than the assigned interest. No assignment may be made to a

minor or incompetent except through a conservator, custodian or trustee.

12. Admission of Additional Limited Partners. There are no restrictions on the admission of additional Limited Partners.

13. Priorities Among Limited Partners. There are not priorities among Limited Partners.

14. Continuation of Business. The business of the partnership may be continued upon the death, retirement or incapacity of a general partner.

15. 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 19 of the agreement.

16. Signature by General Partners. Pursuant to the provisions of section 20 of the agreement of Limited Partnership the general partners are given the authority to sign any amendatory agreement on behalf of the Limited Partners and by affixing their signature hereto do certify that they sign on behalf of the Limited Partners pursuant to their power of attorney.

IN WITNESS WHEREOF, the certificate is signed and sworn to this 1st day of July, 1982.

LIMITED PARTNERS:

GENERAL PARTNER:



R. RONALD WELLS on behalf
of and pursuant to power of
attorney from all limited
partnership



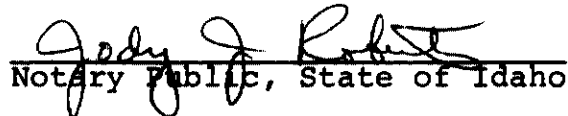
R. RONALD WELLS


JULIE W. WELLS

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this the 1st day of July, 1982, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared R. RONALD WELLS and JULIE W. WELLS who, after being duly sworn, subscribed to the above instrument.

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