

RECEIVED

'82 DEC 16 PM 3:52
CERTIFICATE OF AMENDMENT

TO
CERTIFICATE OF LIMITED PARTNERSHIP
SECRETARY OF STATE
MORES CREEK RIM RANCHES LIMITED PARTNERSHIP

Pursuant to the provisions of Section 53-209 of the Idaho Code, the undersigned do hereby execute in duplicate this Certificate of Amendment for the purpose of amending the Certificate of Limited Partnership of Mores Creek Rim Ranches Limited Partnership.

1. The name of the limited partnership is MORES CREEK RIM RANCHES LIMITED PARTNERSHIP.

2. The date of filing of this Certificate of Amendment is the ____ day of December, 1982.

3. Paragraph 4 of the Certificate of Limited Partnership of Mores Creek Rim Ranches Limited Partnership is hereby amended to read as follows:

"4. The names and business addresses of the General Partner of the partnership is as follows:

<u>Name</u>	<u>Business Address</u>
Mores Creek Rim Ranches, Inc.	Suite 42 601 E. 46th Street Boise, Idaho 83704

The names and business addresses of the Limited Partners of the partnership are as follows:

<u>Name</u>	<u>Business Address</u>
William R. Corcoran	c/o Idaho City Stage Boise, Idaho 83706
A. N. Gordon	c/o Idaho City Stage Boise, Idaho 83706"

4. Paragraph 5 of the Certificate of Limited Partnership of Mores Creek Rim Ranches Limited Partnership is hereby amended to read as follows:

"5. Each of the Limited Partners has contributed the sum of \$250.00 in cash. The General Partner has transferred its interest in the property included or to be included in the project known as Mores Creek Rim Ranches, situated in Boise County, Idaho, including unsold lots within the subdivisions platted or to be platted as a part of said project. The agreed value of contribution of the General Partner is \$128,724.00.

5. Paragraph 8 of the Certificate of Limited Partnership of Mores Creek Rim Ranches Limited Partnership is hereby amended to read as follows:

"8. Except when the partnership is terminated and dissolved, no partner shall be

entitled to terminate his membership in the limited partnership and obtain a distribution respecting his partnership interest. Under termination and dissolution of the partnership, the Limited Partners shall not be entitled to any distribution respecting their partnership interest (other than repayment of their original cash contributions and payment of any distributions owing to them as Limited Partners under the terms of the partnership agreement); upon such termination and dissolution, the assets of the partnership shall be distributed (after payment of partnership debts and return of capital contributions) to the General Partner.

6. Paragraph 9 of the Certificate of Limited Partnership of Mores Creek Rim Ranches Limited Partnership is hereby amended to read as follows:

"9. The partners have the right to receive distributions of funds available for distribution (as defined in the partnership agreement) on the following basis: Each Limited Partner shall be paid a sum equal to 12 1/2% of the gross sales price paid for each lot or other parcel in the Mores Creek Rim Ranches project sold during the term of the partnership (for a total payment to Limited Partners of 25% of such gross sales price). The Limited Partners shall not be entitled to share in any other funds or assets available for distribution. All remaining funds available for distribution are to be allocated to the General Partner.

7. The reason for the foregoing amendments is that the interests of William J. Kosterman, M. C. Shelley and David H. Roylance as general partners of Mores Creek Rim Ranches Limited Partnership, have been transferred to Mores Creek Rim Ranches, Inc., which corporation has been substituted for said individuals as a general partner of this limited partnership. The terms of this Certificate shall be deemed to amend the pertinent provisions of the Limited Partnership Agreement for Mores Creek Rim Ranches Limited Partnership dated August 20, 1982; and Mores Creek Rim Ranches, Inc. shall be entitled to receive all funds which would have been payable to said William J. Kosterman, M. C. Shelley and David H. Roylance pursuant to said Limited Partnership Agreement.

EXECUTED As of the date of filing set forth above.

GENERAL PARTNER:

MORES CREEK RIM RANCHES, INC.

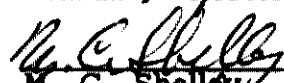
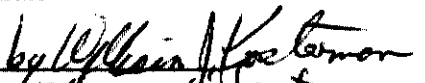
By William J. Kosterman
William J. Kosterman
President


ATTEST:

M. C. Shelley by William J. Kosterman
M. C. Shelley
Secretary attorney in fact

FORMER GENERAL
PARTNERS:


William J. Kosterman

 by 
M. C. Shelley attorney in fact


David H. Roylance