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EAGLE AIRCRAFT LEASING NO. 2

Second Amendment to Certificate of Limited Partnership Pursuant to Idaho Code § 53-225

We, the undersigned, ~~SECRETARY OF~~ ^{SEALING} to amend the Certificate of Limited Partnership for Eagle Aircraft Leasing No. 2, filed with the Ada County Recorder on December 22, 1981 under instrument number 8153861, as amended by a filing on December 29, 1981 under instrument number 8154525, to reflect the assignment of a limited partnership interest to a spouse and to clarify the intentions of certain partners with respect to their holding of partnership interests, do hereby subscribe and verify the following amended certificate for that purpose:

1. The name of the limited partnership:

EAGLE AIRCRAFT LEASING NO. 2

2. The character of the business:

Purchasing and leasing agricultural spray airplanes

3. The location of the principal place of business:

1755 Westgate Drive, Suite 200
Boise, Idaho 83704

4. The name and place of residence of each member:

General Partner:

Eagle Leasing, Inc.
1755 Westgate Drive
Suite 200
Boise, Idaho 83704

Limited Partners:

See attached Exhibit "A".

5. Term for which the limited partnership is to exist:

Until December 31, 1988, unless sooner terminated because of (1) the withdrawal, adjudication of bankruptcy, insolvency or dissolution (except as part of a corporate merger, consolidation or reorganization) of the General Partner; or (2) the consent in writing of the General Partner and 66-2/3% of the limited partners by interest to termination.

6. The amount of cash and a description of and the agreed value of the other property contributed by each limited partner:

Each limited partner listed in Exhibit "A" hereto contributed \$20,000.00 in cash and made a commitment to guarantee repayment of up to \$50,000.00 of limited partnership debt payable to First Security Bank of Idaho, N.A., for each limited partnership unit purchased. No other property was contributed.

7. The additional contributions, if any, agreed to be made by each limited partner and the times at which or events on the happening of which they shall be made:

No additional contributions have been agreed to by any limited partner.

8. The time, if agreed upon, when the contribution of each limited partner is to be returned:

Capital contributions will be returned from the capital account, if any, of the partnership as constituted at the time of termination and dissolution of the partnership, in accordance with the terms of the Partnership Agreement.

9. The share of the profits or the other compensation by way of income which each limited partner shall receive by reason of his contribution:

Limited partners are allocated 99% of the net profits and net losses of the partnership (the remaining 1% is allocated to the General Partner). Individual limited partner's share in the profits pro rata on the basis of their individual capital contribution.

10. The right, if given, of a limited partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution:

Limited partners may not assign their interest without the written consent of the General Partner. With the written consent of the General Partner, the limited partners may assign their interest subject to a right of first refusal in favor of the other partners (both General and limited) and subject to compliance with applicable securities laws. In the event of such assignment and the assignee's agreement in writing to the terms of the partnership, the assignee will become a substituted limited partner. Notwithstanding the foregoing, no sale or exchange of a partnership interest may be made if said interest, when added to the total of all other limited partnership interests sold or exchanged within the preceding 12 months, would result in the termination of the partnership under Section 708 of the Internal Revenue Code of 1954.

11. The right, if given, of the partners to admit additional limited partners:

Except as to permitted assignees which are admissible as summarized in paragraph 10 above, additional limited partners may be admitted upon the consent in writing of the General Partner and 66-2/3% of the limited partners by interest.

12. The right, if given, of one (1) or more of the limited partners to priority over other limited partners, as to contributions or as to compensation by way of income, and the nature of such priority:

There is no such priority.

13. The right, if given, of the remaining General Partner or Partners to continue the business on the death, retirement or insanity of a General Partner:

The partnership business shall be terminated and dissolution shall proceed upon the dissolution (except as part of a corporate merger, consolidation or reorganization), adjudication of bankruptcy or

insolvency of the General Partner,
unless the partnership is continued
as a successor limited partnership
upon the unanimous consent of all
the limited partners.

14. The right, if given, of a limited partner to demand and receive property other than cash in return for his contribution:

There is no such right.

We, the undersigned, declare under the penalties of perjury, that we have examined this Second Amendment to Certificate of Limited Partnership and to the best of our knowledge and belief it is true, correct and complete.

General Partner:

EAGLE LEASING, INC.

By Dwain D. Griggs
Title: President

Dated: May 25, 1982

Limited Partners:

See attached Exhibit "A"

By Dwain D. Griggs
Title: President

of Eagle Leasing, Inc., the
General Partner and the duly
authorized attorney-in-fact
for each of the Limited
Partners named in Exhibit "A".

Dated: May 25, 1982

STATE OF IDAHO,)

ss.
County of Ada)

On this 25th day of May, 1982, before me, a notary public in and for said state, personally appeared DWAIN D. GRIGGS, known to me to be the President of Eagle Leasing, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Allen S. Finney
Notary Public for Idaho
Residing at Boise, Idaho

EXHIBIT "A"

to

Second Amendment to Certificate of Limited Partnership
of Eagle Aircraft Leasing No. 2

<u>Name of Limited Partner</u>	<u>Residence Address</u>	<u>Number of Units Purchased</u>
Gary L. Baker	17917 Upper Cherry Lane Lake Oswego, Oregon 97034	1
Richard G. Barrows	137 Sage Street Elko, Nevada 89801	1
Louise Boekenoogen	20101 Winston Loop Bend, Oregon 97701	1
Charles W. Botsford	10080 S. E. Shady Lane Gresham, Oregon 97030	1
John S. and Dorothy E. Botsford, joint tenants with survivorship	10360 S. E. Waverly Drive Apartment 302 Milwaukie, Oregon 97222	1
Armand E. Brim	6666 S. E. Yamhill Portland, Oregon 97215	1
Hugh S. Collett	150 Pine Street Elko, Nevada 89801	1
Lotus R. Conser	1209 S. W. 61st Court Portland, Oregon 97221	1
James E. and Linda R. Crabbe	1490 S. W. Clifton Portland, Oregon 97201	5
Enrique M. deCastro	3145 S. W. Altadena Terrace Portland, Oregon 97201	1
Paul Gerhardt	4240 S. W. Altadena Avenue Portland, Oregon 97201	1
Tony Helm	2656 S. W. Georgian Place Portland, Oregon 97201	1
Lawrence B. Keithly	510 Crestline Drive Boise, Idaho 83702	1

<u>Name of Limited Partner</u>	<u>Residence Address</u>	<u>Number of Units Purchased</u>
Gregory G. Kreizenbeck	3241 Agate Court Boise, Idaho 83705	1
James W. and Joyce M. Lehman, joint tenants with survivorship	3833 N. E. 136th Place Portland, Oregon 97230	1
William F. Lubersky	7220 S. W. Montgomery Way Wilsonville, Oregon 97070	1
John W. McKinnon	7806 S. E. 27th Portland, Oregon 97202	1
Jay David Miller	3715 Wauna Vista Drive Vancouver, Washington 98661	1
L. A. Moren	777 Court St. Elko, Nevada 89801	1
Howard W. Owen	1250 Parkview Elko, Nevada 89801	1
Edgar K. Ragsdale	3945 S. W. Wapato Ave. Portland, Oregon 97201	1
Chester L. Robinson	10330 S. W. Scholls Ferry Road Tigard, Oregon 97223	1
Shirley A. Tallackson and Addie R. Parmenter, joint tenants with survivorship	2801 S. W. Fairmount Blvd.) Portland, Oregon 97201) 1080 Patterson #408) Eugene, Oregon 97401)	1
Walnut Hill Investment Corporation	4640 S. W. Macadam St. 250 Portland, Oregon 97201	1
James M. Williams	6213 S. E. Main St. Portland, Oregon 97215	1
Stewart R. Wilson	102 W. Ash Elko, Nevada 89801	1