

AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
VALLEY ORCHARDS LIMITED PARTNERSHIP

94 JUL 6 PM 3 48
**SECRETARY OF
STATE**

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We, the undersigned, desiring to amend the Certificate of Limited Partnership filed on May 17, 1984, pursuant to the Idaho Limited Partnership Act, as set forth in Idaho Code Sections 53-201, et seq., do hereby certify as follows:

1. The name of the firm under which the Partnership is to be conducted is VALLEY ORCHARDS LIMITED PARTNERSHIP (hereinafter the "Partnership").

2. The character of the business intended to be transacted by the Partnership is to acquire, lease, own, operate, manage, develop and sell real property, including a certain parcel of real estate more particularly described in Exhibit A attached hereto, to be held solely for agricultural investment purposes.

3. The Certificate of Limited Partnership was filed on May 17, 1984 as L00697.

4. Paragraph 6 of the Certificate of Limited Partnership is hereby amended and restated in its entirety to read as follows:

"Subsequently admitted Limited Partners will make contributions to the Partnership in the aggregate amount of \$15,000.00, in sums of \$5,000.00 on or before December 1, 1984, \$5,000.00 on March 15, 1985, and \$5,000.00 on March 15, 1986. Limited Partners may be required to repay 'distributable cash' received from the Partnership for a two-year period following distribution if, in the sole

judgment of the General Partner, such recall is necessitated by unexpected, severe, economic or financial circumstances. Further, as a condition to the Partnership's acquisition of certain Partnership property from the sellers thereof, each General and Limited Partner unconditionally agrees to assume primary personal liability to pay his pro rata share of the unpaid balance of the purchase price (\$210,000.00) owed on the Partnership property ('partnership property indebtedness') without any right of contribution from the Partnership or any other partner thereof. Each partner's pro rata share of the Partnership property indebtedness is based upon each partner's percentage interest in the capital of the Partnership as of the closing of the purchase of the Partnership property, which closing is to occur on or before December 3, 1984. Each partner directs and authorizes the Partnership, and the Partnership agrees, to the extent available, to pay directly to the seller of the Partnership property sums owing in satisfaction of the amounts due on the unpaid balance of the purchase price, which would otherwise be distributable or payable to the partners. In the event the Partnership is not able to satisfy such liability, each Partner agrees to contribute to the Partnership, as additional capital, his pro rata share of such liability as determined above."

IN WITNESS WHEREOF, the undersigned have executed this Amendment to Certificate of Limited Partnership this 5TH day of July, 1984.

GENERAL
PARTNER:


ROBERT R. ANGELL

ORIGINAL
LIMITED
PARTNER:


MICHELLE P. ANGELL

STATE OF IDAHO)
 ss.
County of Ada)

On this 5th day of July, 1984, before me, the undersigned Notary Public in and for said State, personally appeared ROBERT R. ANGELL, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

Bianca S. Citwater
NOTARY PUBLIC, State of Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
 ss.
County of Ada)

On this 5th day of July, 1984, before me, the undersigned Notary Public in and for said State, personally appeared MICHELLE P. ANGELL, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

Bianca S. Citwater
NOTARY PUBLIC, State of Idaho
Residing at Boise, Idaho

LEGAL DESCRIPTION

A tract of land in Sections 20, 29 and 30, Township 6 North, Range 1 West, B.M., Gem County, Idaho, described as follows:

Beginning at the Northeast corner of Section 30, T. 6 N., R. 1 W., B.M.; run thence West on the section line 1319 feet, to the Northwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 30; thence South 0°18' East along the $\frac{1}{2}$ $\frac{1}{2}$ line 894.5 feet; thence South 84°59' East 610.2 feet; thence North 0°11' West 233.1 feet; thence North 14°17' East 134.3 feet; thence North 50°37' East 214.7 feet; thence North 63°15' East 408.4 feet; thence North 83°37' East 143.7 feet, to the East line of said Section 30; said point being 233.5 feet South of the Northwest corner of Section 29, T. 6 N., R. 1 W., B.M., thence South 35°20' East 419.2 feet; thence North 63°54' East 125.6 feet; thence North 19°04' West 250.1 feet; thence North 3°12' East 122.2 feet; thence North 87°54' East 347.9 feet; thence South 60°00' East 175.5 feet; thence North 0°02' West 234.6 feet, to the South line of Section 20, T. 6 N., R. 1 W., B.M., thence West along the section line 105.8 feet, to the Southeast corner of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 20; thence North along the East line of the said W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 20, 395.86 feet, to the South line of the U.S.R.S. Canal right of way; thence Westerly along said right of way on the following courses: South 67°15' West 175 feet; thence North 85°20' West 452.3 feet; thence South 81°41' West 68 feet, to the West line of said Section 20; thence South on the section line 391.3 feet, to the point of beginning.

LESS rights of way for highway as described in Book 18 of Deeds, at Page 235, and in Book 19 of Deeds, at Page 90, records of Gem County, Idaho.

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