## AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

OF

# L & R CHRISTENSEN INVESTMENTS LIMITED PARTNERSHIP OFFER 13 FER 10 UP An Idaho Limited Partnership

WHEREAS, the General Partner and the Original Limited Partners have formed a limited partnership under an Agreement of Limited Partnership dated January 7, 1986 and under the provisions of the Idaho Revised Uniform Limited Partnership Act; and

WHEREAS, the Partners now wish to amend the Original Agreement to provide, among other matters, for a change in value of property contributed to the Partnership, a change in percentage interests and a change in limited partners;

NOW THEREFORE, the parties hereto agree as follows:

The parties hereto do hereby certify that an Amended Certificate of Limited Partnership Agreement was made effective the Z4<sup>n</sup>day of December, 1988, at Blackfoot, Idaho, by the following, hereinafter called "General Partners":

#### RUBY C. CHRISTENSEN

and by the following, herein called "Limited Partners":

RUBY C. CHRISTENSEN DEANN C. BRADFORD

### WITNESSETH:

The parties hereto, on January 7, 1986 formed a Limited Partnership pursuant to the provisions of Section 620.101-620.186 of the Idaho Revised Uniform Limited Partnership Act, and do hereby sign and swear to this amended certificate and cause the same to be filed as required by Section 620.108 of the above-referenced Act.

- 1. Name. The name of this Limited Partnership is L & R CHRISTENSEN INVESTMENTS LIMITED PARTNERSHIP.
- 2. <u>Business</u>. The general character of the Partnership business shall be to buy, sell and lease real estate and equipment, manage investments and securities portfolios, and to conduct a general business as thereto related.
- 3. <u>Principal Place of Business</u>. The location of the principal place of business of the Partnership is 272 East 100 North, Blackfoot, Idaho 83221.
- 4. Registered Agent. The registered agent for service for this Limited Partnership is Deann C. Bradford, 272 East 100 North, Blackfoot, Idaho 83221.
- 5. The Partners. The General Partner and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNER

PLACE OF RESIDENCE

Ruby C. Christensen

272 East 100 North
Blackfoot, ID 83221

<u>LIMITED PARTNERS</u> <u>PLACE OF RESIDENCE</u>

Ruby C. Christensen 272 East 100 North Blackfoot, ID 83221

Deann C. Bradford 272 East 100 North Blackfoot, ID 83221

- 6. Term. The Partnership shall begin on the 7th day of January, 1986, and shall continue for twenty five (25) years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.
- 7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.
- 8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of his capital contribution except upon dissolution of the partnership.
  - 9. Profits. All annual net Partnership profits shall be

divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for Partnership investment and business activities.

- 10. Assignments. A Limited Partner shall have the right to sell his interest in the Partnership acting through the guardian, but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.
- 11. Additional Limited Partners. The General Partner may admit additional limited partners.
- 12. <u>Priority Among Limited Partners</u>. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.
- 13. Continuance of Business. Upon the death, retirement or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting when necessary a new General Partner. If the last surviving or serving General Partner has died, retired and/or becomes insane, then the Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.
- 14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for his contributions.
- 15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in the Schedule "A" filed with the original certificate on June 16, 1988, now having an agreed value of \$50,000.00:

Partners	Percentage <u>Interest</u>	Contribution
Ruby C. Christensen	4.0%	\$ 2,000.00
DeAnn C. Bradford	96.0%	48,000.00

REGISTERED AGENT:

DEANN C BRADFORD

GENERAL PARTNER:

Culy C. Christensen

LIMITED PARTNERS:

Kuly C. Chri

DEANN C. BRADFORD

#### SCHEDULE "A"

Attached to L & R Christensen Investments Limited Partnership dated January 7, 1986:

1. The following subject to encumbrances owed thereon to-wit:

A part of the East 1/2 of the Southeast 1/4 of Section 28, Township 2 South, Range 36 East, Boise Meridian. Beginning at a point which is West 1320 feet from the Southeast 1/4 of said Section 28 and running thence North 2640 feet; thence East 1320 feet; thence South 1650 feet; thence West 660 feet; thence South 990 feet; thence West 660 feet to the Point of Beginning. Containing approximately 65 acres more or less.

RUBY C. JCHRISTENSEN

STATE OF UTAH )

COUNTY OF A/A | SB.

On this the day of day of day, 1987, before me, the undersigned Notary Public, personally appeared Ruby C. Christensen, who is personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

WITNESS may hand and official seal.

My Commission Expires:

3-26-89

NOTARY PUBLIC

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