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5015 20th St. N.W. Las Vegas, NV 89102

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

AUG 5 1987

FRANKIE SUE DEL PAPA SECRETARY OF STATE
Frankie Sue Del Papa

FIRST AMENDMENT TO AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF

No. 1071-87 THE MARIAN S. BARNWELL FAMILY LIMITED PARTNERSHIP

Pursuant to the provisions of the Nevada Uniform Limited Partnership Act as set forth in Sections 88.315 et seq, Nevada Revised Statutes, as amended, THE MARIAN S. BARNWELL FAMILY LIMITED PARTNERSHIP, a Nevada Limited Partnership, which is subject to the provisions of the Nevada Uniform Limited Partnership Act, adopts the hereinafter stated First Amendment to its Agreement and Certificate of Limited Partnership dated the 1st day of March, 1982, and filed in the office of the County Recorder of Douglas County, State of Nevada.

The name of the Partnership is hereby changed to "THE MARION S. BARNWELL FAMILY LIMITED PARTNERSHIP".

Article IX A of said Agreement and Certificate of Limited Partnership is hereby amended by deleting said Article IX A as now written, and substituting therefore the following:

"A. Allocation of Profit and Losses. The net profits or net losses of the Partnership shall be credited or charged to the partners at the end of each fiscal year of the Partnership as follows:

- (1) At the end of each fiscal year, each partner with a credit balance in his or her drawing account on the first day of any quarter of the fiscal year shall be allocated a share of the net profits of the Partnership equal to the amount computed by multiplying the credit balance of such drawing account by

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a percentage equal to one-fourth of the Prime Rate as published in the Money Rates section of the Wall Street Journal on the first day of such quarter. If the amounts thus calculated for each quarter for all of the partners is in excess of the net profits of the Partnership for the year, then the amounts thus calculated for each partner, shall be reduced on a pro rata basis. The amounts allocated to the partners under this subparagraph (1) shall reduce the amount of net profit to be allocated under subparagraph (3), below. Said allocation to the partners under this subparagraph (1) is not a guaranteed payment and is not to be characterized as interest or any other expense to be deducted in arriving at the net profit of the Partnership, but rather is solely an allocation of net profit.

(2) At the end of each Partnership tax year, each partner with a debit balance in his or her drawing account on the first day of any quarter of the fiscal year shall have his or her share of the profits which would otherwise be calculated and allocated to him under subparagraph (3), below, reduced (but not below zero) by an amount computed by multiplying the debit balance of such drawing account by a percentage equal to one-fourth of the Prime Rate as published in the Money Rates section of the Wall Street Journal on the first day of such quarter. The amount so calculated for each quarter for all partners shall increase the amount of the profits to be allocated to the partners under subparagraph (3), below.

(3) The resulting net profits of the partnership after the allocations and reductions set forth in subparagraphs (1) and (2), above, and any net losses of the Partnership, shall be credited or charged to the partners in the ratios set forth in Article VII B."

The foregoing First Amendment to Agreement and Certificate of Limited Partnership is hereby adopted by all members of the Limited Partnership to be effective as of January 1, 1987.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 31st day of July, 1987, personally appeared before me BRENDA JENSEN DRAPER, one of the signers of the foregoing instrument, who, being first duly sworn, acknowledged to me that she executed the same.

SEAL

Thosie Odum
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:

April 16, 1989

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 31st day of July, 1987, personally appeared before me JANELL JENSEN PRATT, one of the signers of the foregoing instrument, who, being first duly sworn, acknowledged to me that she executed the same.

SEAL

Thosie Odum
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:

April 16, 1989

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COPY

STATE OF NEVADA
DEPARTMENT OF
STATE

I hereby certify that this is a true
and complete copy of the document
as filed in this office.

SEAL

DATED: AUG 5 1987

Frankie Sue Del Papa

FRANKIE SUE DEL PAPA
Secretary of State

BY

Jacqueline D. Hunt

REQUESTED BY

Van Cott, Bagley et al

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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SUZANNE BEAUDREAU
RECORDER

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