

AMENDED AND RESTATED

MAY 26 9 42 AM '87

CERTIFICATE OF LIMITED PARTNERSHIP

OF

ASPEN MANOR LIMITED PARTNERSHIP

(Formerly "Aspen Manor Land Company")

THIS CERTIFICATE OF LIMITED PARTNERSHIP, executed this 26th day of May, 1987, by and among the following parties:

ASPEN MANOR DEVELOPMENT CORPORATION, an Idaho corporation (hereinafter referred to as "General Partner" and "Partner");

ROBERT C. EMMONS of Weiser, Idaho (hereinafter referred to as a "Limited Partner" and as a "Partner");

MICHAEL K. BLACKABY of Ontario, Oregon (hereinafter referred to as a "Limited Partner" and as a "Partner"); and

CUTLER BROTHERS, a partnership represented by ROSS W. CUTLER of Ontario, Oregon (which partnership is hereinafter referred to as a "Limited Partner" and as a "Partner"),

WITNESSES:

WHEREAS, The undersigned desire to amend and restate the Certificate of Limited Partnership, as heretofore amended, of Aspen Manor Land Company, a limited partnership formed under the laws of the State of Idaho; and

WHEREAS, The undersigned desire to cause the partnership to comply with the provisions of Title 53, Chapter 2, Idaho Code; and

WHEREAS, The undersigned have executed an Amended Limited Partnership Agreement for that purpose and execute this Amended and Restated Certificate as required by the provisions of Title 53, Chapter 2, Idaho Code,

NOW, THEREFORE, the undersigned hereby state the following:

1. Partnership Name. The name of the Partnership was formerly "Aspen Manor Land Company" but now and henceforth is "Aspen Manor Limited Partnership".

2. General Character of Business. The general character of the business of the Partnership is to engage in investment in, and development and disposition of, the following described real property situated in Valley County, Idaho, together with the conduct of whatever business, operating, development, preservation, restoration, disposition and re-investment activities, or any of them, which the Partnership may deem to be necessary, desirable or convenient regarding said real property (which real property is hereinafter referred to as the "Real Property"):

In Township 18 North, Range 3 East, B.M., in Section 10 thereof: N½NE¼ and NE½NW¼.

3. Registered Agent. The name and address of the Partnership's registered agent for service of process are as follows:

Aspen Manor Development Corporation
c/o Stanley D. Crow, Attorney at Law
200 North Fourth Street, Suite 200
Post Office Box 972
Boise, Idaho 83701-0972.

4. Names and Addresses of Partners. The names and addresses of the Partners in the Partnership are as follows:

General Partner:

Aspen Manor Development Corporation
c/o Stanley D. Crow, Attorney at Law
200 North Fourth Street, Suite 200
Post Office Box 972
Boise, Idaho 83701-0972;

Limited Partners:

Robert C. Emmons
1804 Fairmont Drive
Weiser, Idaho 83677

Michael K. Blackaby
P.O. Box 280
Lincoln City, Oregon 97914

Cutler Brothers, a partnership
c/o Ross W. Cutler
257 N.W. 16th Street
Ontario, Oregon 97914.

5. Partners' Contributions. The amount of cash and a description and statement of the agreed value of the other property contributed by each partner were as follows:

General Partner: None;

Each Limited Partner: Each Limited Partner paid the sum of \$50,000.00 to the former general partner for a fractional interest in the Real Property and agreed to contribute that fractional interest to the Partnership. Said former general partner has failed and refused to transfer record title to the Limited Partners for said fractional interests, and for that reason record title has not been conveyed by the Limited Partners to the Partnership. The Limited Partners have obtained for the Partnership an option to purchase the Real Property. The agreed value of that option is One Hundred and No/100 Dollars (\$100.00).

6. Additional Contributions. No Limited Partner is required to make any further contribution to the Partnership, unless all Partners otherwise agree in writing, and then only as so agreed by all of them in writing. General Partner shall either contribute such additional capital as shall be required for the conduct of the Partnership's business or shall secure or provide debt or other financing as may be needed from time to time for the conduct of the Partnership's business.

7. Assignment of Limited Partner's Interest. A Partner shall not substitute a new partner in his or its place, or sell or assign all or any part of his or its interest in the Partnership, without the prior written consent of all of the other Partners then in the Partnership. Nevertheless, any Limited Partner may at any time sell or assign all or any part of his or its interest in the Partnership to another Limited Partner, without the prior written consent of any other Partner.

8. Termination and Distribution. A Limited Partner may withdraw from the Partnership at any time, upon written notice to the General Partner. No Limited Partner shall be entitled to any distribution upon or because of his or its withdrawal, however. Distributions to the withdrawn Limited Partner shall occur in the same manner and at the same time as distributions occur for Limited Partners who remain in the Partnership, except that the capital account of any withdrawn Limited Partner shall not be increased for any reason after his or its withdrawal. To the extent any amount would have been added to his or its capital account if he or it had remained a Partner, that amount shall be added, instead, to the capital accounts of the other partners.

9. Distributions. The General Partner shall have the right to determine whether from time to time Partnership profits shall be distributed or shall be left in the business, in which event the capital accounts of the Partners shall be increased proportionately, according to their shares in the capitalization of the Partnership. Except as provided above in this paragraph, there shall be no distribution of any kind to any Partner prior to dissolution of the Partnership.

10. Return of Contributions. The General Partner shall have the right to determine whether from time to time any or all of

the Limited Partners' capital contributions shall be returned to them prior to dissolution of the Partnership. Any such return must treat all Limited Partners uniformly.

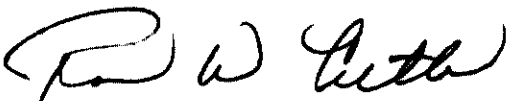
11. Dissolution. The term of this Partnership shall be indefinite and shall continue until such time as the Partners decide to dissolve the Partnership. This Partnership shall be dissolved upon the decision to do so of the General Partner and not fewer than a majority of the Limited Partners then in the Partnership, which decision shall be expressed in a writing executed by those who make the decision.

12. Continuing Business Upon General Partner's Withdrawal. Any attempt by the General Partner to withdraw from the Partnership is ineffective until the appointment of a successor general partner. Upon that appointment, the successor is empowered to continue the business of the Partnership.

IN WITNESS WHEREOF, the Partners have caused this Certificate to be executed as of the day and year first above written.

ASPEN MANOR DEVELOPMENT
CORPORATION

ATTEST:



Ross W. Cutler, Secretary

By 

Robert C. Emmons, President

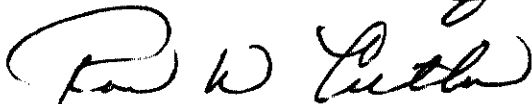
"General Partner"



Robert C. Emmons



Michael K. Blackaby



Ross W. Cutler, representing
Cutler Brothers, a partnership

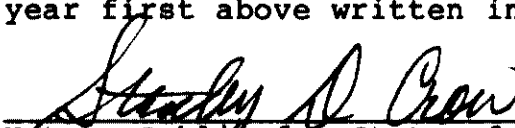
"Limited Partners"

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of May, 1987, before me, the undersigned, a Notary Public for said State, personally appeared ROBERT C.

EMMONS and ROSS W. CUTLER, to me known to be the President and Secretary, respectively, of ASPEN MANOR DEVELOPMENT CORPORATION, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are the President and Secretary, respectively, of ASPEN MANOR DEVELOPMENT CORPORATION, that they were authorized to execute said instrument on behalf of said corporation, that said corporation is the General Partner of Aspen Manor Limited Partnership (formerly Aspen Manor Land Company), that they executed said instrument on behalf of said corporation in its capacity as the General Partner of Aspen Manor Limited Partnership (formerly Aspen Manor Land Company), and that the statements contained in this instrument are true and correct.


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


Notary Public for State of Idaho
Residing at Boise
My commission expires 1/22/88

STATE OF IDAHO)
 : ss.
County of Ada)

On this 26th day of May, 1987, before me, the undersigned, a Notary Public for said State, personally appeared ROBERT C. EMMONS and MICHAEL K. BLACKABY, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same, and on oath stated that they are Limited Partners of Aspen Manor Limited Partnership (formerly Aspen Manor Land Company), that they executed said instrument as Limited Partners of Aspen Manor Limited Partnership (formerly Aspen Manor Land Company), and that the statements contained in this instrument are true and correct.

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



Notary Public for Idaho
Residing at Boise
My commission expires 1/22/88

STATE OF IDAHO)
 : ss.
County of Ada)

On this 26th day of May, 1987, before me, the undersigned, a Notary Public for said State, personally appeared ROSS W. CUTLER,

known to me to be one of the partners in the partnership of CUTLER BROTHERS, and the partner who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name, and on oath stated that he is one of the partners in CUTLER BROTHERS, that CUTLER BROTHERS is a Limited Partner of Aspen Manor Limited Partnership (formerly Aspen Manor Land Company), that he executed said instrument on behalf of CUTLER BROTHERS in its capacity as a Limited Partner of Aspen Manor Limited Partnership (formerly Aspen Manor Land Company), and that the statements contained in this instrument are true and correct.

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



Notary Public for Idaho
Residing at Boise
My commission expires 1/22/88