

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP

INNCO ASSOCIATES LIMITED PARTNERSHIP,
an Idaho Limited Partnership

The undersigned, being all of the Partners of Innco Associates, an Idaho Limited Partnership formed on August 8, 1987 and filed with the Idaho Secretary of State as Limited Partnership No. L01299, hereby make the following amended and restated certificate intending to ratify and confirm the previous formation of an Idaho Limited Partnership pursuant to the Idaho Limited Partnership Act, Title 53, Chapter 2 of the Idaho Code, as amended from time to time, and to amend and restate the original Certificate of Limited Partnership in its entirety as follows:

1. Name. The name of the Limited Partnership shall be INNCO ASSOCIATES LIMITED PARTNERSHIP.

2. Character of Business. The general character of the business of the Partnership is to acquire, operate as an integrated and interrelated economic unit, hold for investment, and thereafter sell or otherwise dispose of certain real and personal property in Bend, Oregon to be operated as a limited service hotel.

3. Registered Agent. The name and address of the registered agent of the Partnership for service of process as required to be maintained by the Act is as follows:

Chas. F. McDevitt, Esq.
Givens, McDevitt, Pursley, Webb & Buser
Parkplace, Suite 200
277 N. 6th Street
Boise, ID 83702

4. Partners. The names and the registered office or business address of each Partner of the Partnership are as follows:

4.1 General Partner.

Innco, Inc.,
a Nevada Corporation

Registered Office:
Parkplace, Suite 200
277 N. 6th Street
P. O. Box 2720
Boise, ID 83701

4.2 Limited Partners:

Bendco, Inc.,
a Nevada Corporation

Registered Office:
Parkplace, Suite 200
277 N. 6th Street
P. O. Box 2720
Boise, ID 83701

William L. Wagner, Sr.

4040 Calle Real
Santa Barbara, CA 99110

5. Contributions. The amount of cash and/or description and statement of the agreed value of the other property, labor or services contributed by each Partner is as follows:

Partner	Amount	Description
Innco, Inc.	\$ 10,000	Cash or agreed value of property or other assets contributed to the Partnership by the General Partner
Bendco, Inc.	\$387,000	Agreed value of an undivided 1/2 interest in the Partnership Property which was contributed by the Limited Partner to the Partnership
William L. Wagner, Sr.	\$387,000	Agreed value of an undivided 1/2 interest in the Partnership Property which was contributed by the Limited Partner to the Partnership
TOTAL	\$784,000	

6. Additional Contributions. No Partner has any obligation to contribute additional capital to the Partnership.

7. Limited Partner Transfer Rights to Assignee. As more particularly provided in the Partnership Agreement, the Limited Partners have a limited right to transfer their interest in the Partnership to an assignee who is another Limited Partner, where the assignee is a part of the family or an Affiliate of the transferring Limited Partner, where the assignee is an intervivos or testamentary trust primarily for the benefit of a Limited Partner's family or Affiliates, and where the assignee is an I.R.C. 501(c)(3) corporation, foundation or other organization. Additionally, the original Limited Partners set forth above may transfer up to 50% of their Limited Partnership interest to any other assignee. Except with regard to such permitted transfers, a Limited Partner who wishes to transfer its interest in the

Partnership must first comply with the provisions of the Partnership Agreement granting to the Partnership and the other Limited Partners a right of first refusal. The terms and conditions of the right of first refusal generally require that a Partner wishing to transfer its interest must first notify the Partnership of a proposed third party transfer and specify the terms and conditions of transfer and identify the proposed transferee. The Partnership then has fifteen (15) days to notify the transferring Partner of its intent to exercise the right of first refusal, and the other Partners have the right for fifteen (15) days to exercise their right to pick up any portion of the interest not to be acquired by the Partnership. In the event that neither the Partnership nor the other Partners desire to acquire such interest, then the transferring Partner shall have ninety (90) days to complete its transaction on the same terms and conditions as offered to the Partnership and the other Partners.

8. Right to Terminate Membership. The Limited Partners are granted the right to require the Partnership to purchase and/or redeem their interest in the Partnership at an agreed value pursuant to a formula provided in the Partnership Agreement. The formula generally provides for a purchase price which values the Limited Partner's interest based upon adjusting the net cash flow of the Partnership for the twenty-four (24) months preceding the date of the notice by the selling Limited Partner of its intent to require the Partnership to purchase or redeem the Limited Partner's interest. The twenty-four (24) month net cash flow is then divided by two to annualize the net cash flow and then is further adjusted for non-recurring expenses or capital expenditures and/or non-recurring items of ordinary income. The adjusted annualized net cash flow is then multiplied by a factor of six to achieve a capitalized value which is then reduced by the amount of all outstanding indebtedness of the Partnership to come up with a net equity value of the Partnership. The net equity value of the Partnership is then allocated to the Limited Partner's interest to come up with the value of the interest to be valued. The Partnership has the right to then either pay the agreed value in cash upon termination of the Limited Partner's interest or to defer the payment over a three year period requiring equal annual payments and interest at eight percent (8%) per annum.

9. Distributions. Except in the event of dissolution and winding up, the Partnership Agreement provides that net cash from operations is to be distributed first to the Partners in an amount equal to an eight percent (8%), non-compounded priority return based upon their outstanding capital contributions and thereafter eighty percent (80%) to the Partners with respect to their capital investment in the Partnership and twenty (20%) to the General Partner without regard to its capital investment. With regard to net cash from sales or refinancings, the

Partnership Agreement provides that the Partners will first receive a return of their capital contributions, then distributions to pay any unpaid priority returns, with the balance to be distributed eighty percent (80%) based upon the Partner's capital investment in the Partnership and twenty percent (20%) to the General Partner without regard to its capital investment. In the event of dissolution or winding up of the Partnership, then the net distributable assets of the Partnership are first returned to the Partners in accordance with their capital accounts.

10. Return of Capital Contributions. No Partner has the right to require a return of its capital contribution except pursuant to the distribution formula provided in the Partnership Agreement which is generally described in section 9 above.

11. Termination. The Partnership is to be dissolved and its affairs wound up upon the earlier to occur of: (i) expiration of the term of the Partnership (December 31, 2020); (ii) upon the sale of all or substantially all of the Partnership property; (iii) upon the election of the Partners to dissolve the Partnership pursuant to the provisions of the Partnership; or (iv) upon the failure of the remaining General Partner to continue the Partnership or the failure to elect a new General Partner, in the event the sole General Partner ceases to be a General Partner pursuant to the removal paragraph provided in the Partnership Agreement.

12. Continuation. In the event that there is more than one General Partner of the Partnership and if such person ceases to be a General Partner, then the remaining General Partner shall have the right and the power to continue the Partnership and its business without dissolution. In the event that there is only one General Partner and such person ceases to be a General Partner, then the Limited Partners have the power to elect a new General Partner to continue the Partnership.

13. Other Matters.

13.1 Power of Attorney.

(a) General Partner as Attorney-in-Fact. Each Limited Partner, by execution of the Partnership Agreement, has made each General Partner and each successor General Partner, with full power of substitution and resubstitution, such Limited Partner's true and lawful attorney-in-fact for the Limited Partner and in the Limited Partner's name, place, and stead and for such Limited Partner's use and benefit, to sign, execute, certify, acknowledge, swear to, file, and record (a) the Partnership Agreement and all agreements, certificates, instruments, and other documents amending or changing the Partnership Agreement as now or hereafter amended that the

General Partner may deem necessary, desirable, or appropriate including, without limitation, amendments or changes to reflect (i) the exercise by any General Partner of any power granted to to the General Partner under the Partnership Agreement; (ii) any amendments adopted by the Partners in accordance with the terms of the Partnership Agreement; (iii) the admission of any substituted Partner; and (iv) the disposition by any Partner of its interest in the Partnership; and (b) any certificates, instruments, and documents as may be required by or may be appropriate under the laws of the State of Idaho or any other state or jurisdiction in which the Partnership is doing or intends to do business or is otherwise conducting its affairs. Each Limited Partner has authorized each such attorney-in-fact to take any further action that such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done and performed in connection with the foregoing as fully as such Limited Partner might or could do and perform personally, and ratifying and confirming all that any such attorney-in-fact shall lawfully do and perform or cause to be done and performed by virtue thereof.

(b) Nature as Durable Special Power. The power of attorney granted under the Partnership Agreement.

(1) Is a special power of attorney coupled with an interest, and is irrevocable;

(2) May be exercised by any such attorney-in-fact by listing the Limited Partners executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact acting as attorney-in-fact for such Limited Partners; and

(3) Shall constitute a durable power of attorney under Idaho Code Section 15-5-501 et seq. or any succeeding provisions of Idaho Law or other similar provisions of any jurisdiction in which the Partnership may be doing business or conducting its affairs and shall survive the subsequent death, disability, legal incapacity, bankruptcy, insolvency, dissolution, or cessation of existence of a Limited Partner and shall survive the delivery of an assignment by a Limited Partner of the whole or a portion of his interest in the Partnership, except that, where the assignment is of such Limited Partner's entire interest in the Partnership and the assignee, with the consent of the General Partner, is admitted as a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

13.2 Idaho Law. The laws of the State of Idaho shall govern the validity of the Partnership Agreement, the

construction of its terms, and the interpretation of the rights and duties of the Partners.

13.3 Loans. Any Partner or Affiliate of a Partner may, with the written consent of the General Partner, lend or advance money to the Partnership. If a General Partner or, with the written consent of the General Partner, any Limited Partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a contribution to the capital of the Partnership but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner or Affiliate of a Partner shall be repayable out of the Partnership's assets and shall bear interest at a rate approved by the General Partner, but in any event, unless approved by a majority in interest of the Partners, not in excess of the lesser of (i) the reference rate or prime rate established, from time to time, by any major bank selected by the General Partner plus two percent (2%) per annum, or (ii) the maximum rate permitted by applicable law. None of the Partners or their Affiliates shall be obligated to make any loan or advance to the Partnership.

IN WITNESS WHEREOF, the Partners have executed this Certificate of Limited Partnership effective as of August 5, 1987.

GENERAL PARTNER

INNCO, INC.,
a Nevada Corporation

By: 
JEFFREY L. EBBERLE, President

By: 
ROBERT J. SUITS, Vice President

ORIGINAL LIMITED PARTNER

BENDCO, INC.,
a Nevada Corporation

By: 
ROBERT J. SUITS, Vice President

ORIGINAL LIMITED PARTNER


William L. Wagner, Sr.