

**RESTATED CERTIFICATE OF LIMITED PARTNERSHIP**  
**OF**  
**HOWLAND RANCH LIMITED PARTNERSHIP**

The undersigned, have formed a limited partnership pursuant to the laws of the State of Idaho and being all of the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. That a Certificate of Limited Partnership was duly recorded with the Canyon County Recorder on February 6, 1980, as Instrument #885171, records of Canyon County.

2. The name of the limited partnership is Howland Ranch Limited Partnership.

3. The character of the business of the partnership is as follows: Ranching and farming.

4. The location of the business is Route #1, Wilder, Canyon County, Idaho.

5. The name and address of the registered agent is Wanda Carlson, Route #1, Wilder, Idaho 83676.

6. The names and address of the general and limited partners are as follows:

**General Partners:**

Wanda Carlson  
Route #1  
Wilder, Idaho 83676

**Limited Partners**

Wanda Carlson  
Route #1  
Wilder, Idaho 83676

Darion Andrews  
Route #1  
Wilder, Idaho 83676

Allen B. Waddell  
814 Medical-Dental Bldg.  
11th & Taylor  
Portland, Oregon 97205

Richard Waddell  
814 Medical-Dental Bldg.  
11th & Taylor  
Portland, Oregon 97205

Robert Waddell  
814 Medical-Dental Bldg.  
11th & Taylor  
Portland, Oregon 97205

Wendy Orth  
814 Medical-Dental Bldg.  
11th & Taylor  
Portland, Oregon 97205

Randy Waddell  
814 Medical-Dental Bldg.  
11th & Taylor  
Portland, Oregon 97205

Marshalee Walters  
449 S.E. 238th  
Troutdale, Oregon 97060

Rodney Hanson Reed  
449 S.E. 238th  
Troutdale, Oregon 97060

Mitchell Hanson  
449 S.E. 238th  
Troutdale, Oregon 97060

Mark Reed  
449 S.E. 238th  
Troutdale, Oregon 97060

Robin Reed  
449 S.E. 238th  
Troutdale, Oregon 97060

7. The limited partnership percentage interests among the general and limited partners are as follows, to wit:

<u>NAME</u>	<u>CONTRIBUTED PROPERTY</u>	<u>AGREED VALUE</u>	<u>PERCENTAGE INTEREST</u>
<u>General Partner</u>			
Wanda Carlson	See Exhibit "A"	6,000.00	2%
<u>Limited Partners</u>			
Wanda Carlson	See Exhibit "A"	\$228,000.00	76%
Allen B. Waddell	See Exhibit "A"	6,000.00	2%
Richard Waddell	See Exhibit "A"	6,000.00	2%
Robert Waddell	See Exhibit "A"	6,000.00	2%
Wendy Orth	See Exhibit "A"	6,000.00	2%

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Randy Waddell	See Exhibit "A"	6,000.00	2%
Marshalee Walters	See Exhibit "A"	6,000.00	2%
Rodney Hanson Reed	See Exhibit "A"	6,000.00	2%
Mitchell Hanson	See Exhibit "A"	6,000.00	2%
Mark Reed	See Exhibit "A"	6,000.00	2%
Robin Reed	See Exhibit "A"	6,000.00	2%
Wanda Carlson as Trustee for Darion Andrews	See Exhibit "A"	6,000.00	2%

8. A limited partner is not required to make any additional contributions to the partnership.

9. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the another limited partner and the general partners.

10. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:

(a) To the payment of debts and liabilities (other than loans or advances by partners) of the partnership and the expenses of liquidation.

(b) To the setting up of any reserves which the liquidator may deem reasonably necessary for contingent unforeseen liabilities or obligations of the partnership or of the General Partners arising out of or in connection with the partnership.

(c) To the repayment of any advances (with interest thereon, if any) which may have been made by any partner to the partnership. If the amount available is insufficient, this distribution shall be made pro rata.

(d) To the pro rata discharge of the undistributed profits of all partners.

(e) Thereafter, to all partners, general and limited, pro rata in proportion to their interests in partnership income on the date of dissolution as determined under paragraph 7 hereinbefore set forth.

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11. The partnership shall commence on December 31, 1979, and shall continue until terminated as provided in the Howland Ranch Limited Partnership Agreement, dated December 31, 1979. The business of the partnership may be continued upon the death, retirement or insanity of a general partner if the remaining partners agree to continue the partnership.

IN WITNESS WHEREOF, this Certificate is signed and sworn to this 22<sup>nd</sup> day of December, 1983.

Wanda Carlson  
Wanda Carlson

General Partner

SUBSCRIBED AND SWORN to before me this 22<sup>nd</sup> day of December, 1983.

(SEAL)

Edward D. Ahrens  
Notary Public for Idaho

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