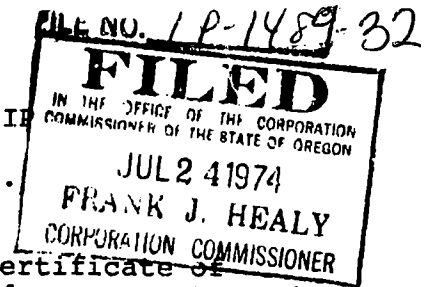


AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
REXIUS FOREST PRODUCTS, LTD.



We, the undersigned, desiring to amend the certificate of limited partnership of Rexius Forest Products, Ltd., pursuant to the laws of the State of Oregon, do hereby subscribe and verify, in duplicate, the following amended certificate for that purpose:

I

The name of the limited partnership is REXIUS FOREST PRODUCTS, LTD.

II

The character of the business to be transacted is that of acquisition of real property for investment purposes and owning, improving, managing, mortgaging, leasing, exchanging, selling or otherwise disposing of any real property so acquired, to engage, directly or indirectly, in the business of buying, selling, transporting, delivering, handling and dealing in, with and concerning sawdust, wood, shavings, bark-o-mulch and similar products and fuels, and to engage, directly or indirectly, in the business of buying and selling nursery and garden supplies.

III

The location of the principal place of business is in the city of Eugene, State of Oregon.

IV

The name and place of residence of each member of the partnership and whether such member is a general or limited partner:

Name	Place or residence (street and address)	General or Limited
(✓) Raymond L. Rexius	205 W. 31st Eugene, Oregon 97405	General and Limited
(2) Marvin L. Rexius	1775 McLean Blvd. Eugene, Oregon 97405	General and Limited
(3) Alan Ray Rexius	500 Jefferson Eugene, Oregon	Limited
(4) Arlen Lee Rexius	205 W. 31st Eugene, Oregon 97405	Limited
(5) Karen Ruth Jeffries	623 Bell Street Edmonds, Washington 98020	Limited
(6) Lynda Fay Van Wyk	Rt 1 Otley. Iowa 50214	Limited



- (7) Raymond L. Rexius,
Trustee for Daniel Paul Sutton 205 W. 31st
Eugene, Oregon 97405 Limited
- (8) Raymond L. Rexius,
Trustee for Kenneth David Sutton — 205 W. 31st
Portland, Oregon 97405 Limited
- (9) Raymond L. Rexius,
Trustee for Dale Dwayne Sutton 205 W. 31st
Eugene, Oregon 97405 Limited
- (10) Marvin L. Rexius,
Trustee for Rick Dean Rexius 1775 McLean Blvd.
Eugene, Oregon 97405 Limited
- (11) Marvin L. Rexius,
Trustee for Brock William Rexius 1775 McLean Blvd.
Eugene, Oregon 97405 Limited
- (12) Raymond L. Rexius,
Trustee for Russell Lee Rexius 205 W. 31st
Eugene, Oregon 97405 Limited
- (13) Raymond L. Rexius,
Trustee for Leanne Elaine Rexius 205 W. 31st
Eugene, Oregon 97405 Limited
- (14) Raymond L. Rexius,
Trustee for Suzanne Rae Rexius 205 W. 31st
Eugene, Oregon 97405 Limited

V

The term for which the partnership is to exist: Fifty years from December 27, 1973 unless sooner terminated.

VI

The amount of cash and a description of and the agreed value of any other property, and the agreed value of services, contributed by each limited partner:

Name	Cash	Property
Lillian F. Rexius (The interest of Lillian F. Rexius has been gifted in nearly equal shares to the limited partners listed (3) through (14) in item IV above).	-0-	7-1/2% interest in Rexius Fuel Service, a partnership consisting of Lillian F. Rexius, June Rexius Sutton, Marvin L. Rexius and Raymond L. Rexius, having an agreed value of \$60,000.
Raymond L. Rexius (This interest of Raymond L. Rexius has been gifted to Alan Ray Rexius)	-0-	2% interest in the aforesaid Rexius Fuel Service, a partnership, having an agreed value of \$16,000.
Raymond L. Rexius	-0-	One-half of one percent interest in the aforesaid Rexius Fuel Service a partnership, having an agreed value of \$4,000.

Marvin L. Rexius

-0-

One-half of one percent interest in the aforesaid Rexius Fuel Service, a partnership, having an agreed value of \$4,000.

VII

The additional contributions, if any, agreed to be made by each limited partner and the times at which or events on the happening of which they shall be made: No contributions to the capital of the partnership are to be made by any of the limited partners, other than the initial capital contributions as stated in item VI above. Any additional amounts paid to or on behalf of the partnership by any limited partner shall constitute a debt due such partner from the partnership, which said debt shall be repaid on such terms and conditions as may be agreed upon at the time such amount is received by or advanced on behalf of the partnership; provided, however, that the general partners may permit the limited partners to make additional contributions in cash or in property at such times and in such amounts as the general partners shall determine.

VIII

The time, if agreed upon, when the contributions of each limited partner shall be returned: No specific time is set for the return of the contributions of any limited partner, except that upon termination of the partnership a limited partner is entitled to a return of his capital account balance after payment of partnership debts. In addition, upon the death of a limited partner, his estate has the right to withdraw from the partnership and to be paid the deceased limited partner's capital contributions and the share of undistributed partnership net profits, reduced by his proportionate share of partnership losses.

IX

The share of the profits or other compensation by way of income which each limited partner shall receive by reason of his contribution shall be:

Name	Share and/or other compensation
Raymond L. Rexius	4/92
Marvin L. Rexius	4/92
Alan Ray Rexius	21/92
Arlen Lee Rexius	5/92
Karen Ruth Jeffries	5/92
Linda Ray Van Wyk	5/92
Raymond L. Rexius, Trustee for Daniel Paul Sutton	5/92
Raymond L. Rexius, Trustee for Kenneth David Sutton	5/92
Raymond L. Rexius, Trustee for Dale Dwayne Sutton	5/92
Marvin L. Rexius, Trustee for Rick Dean Rexius	5/92

Marvin L. Rexius, Trustee for Brock William Rexius	5/92
Raymond L. Rexius, Trustee for Russell Lee Rexius	5/92
Raymond L. Rexius, Trustee for Leanne Elaine Rexius	5/92
Raymond L. Rexius, Trustee for Suzanne Rae Rexius	5/92

X

Set forth the right, if given, of a limited partner to substitute an assignee as contributor in his place and the terms and conditions of the substitution: No limited partner shall have the right to substitute an assignee as a limited partner in his place, except with the prior consent of the general partners and except that the survivors in interest of a deceased limited partner have an election to become substituted limited partners or withdraw from the partnership.

XI

Set forth the right, if given, of the partners to admit additional limited partners; or the right, if given, of the general partners to admit additional limited partners: New limited partners may be admitted into the partnership upon the payment of such capital contributions and upon such terms as may be determined by agreement of the general partners and of the limited partners entitled to fifty-one percent (51%) or more of the profits of the partnership allocable to limited partners.

XII

Set forth the right, if given, of one or more of the limited partners to priority over other limited partners, as to contributions or as to compensation by way of income, and the nature of such priority: No such priority right given.

XIII

Set forth the right, if given, of the remaining general partner or partners to continue the business on the death, retirement or insanity of a general partner: In the event of the death, retirement, insanity legal incapacity or removal of a general partner, and until his successor shall be elected, the other general partner shall individually continue to manage and control the partnership business subject to the limited partnership agreement, with all the rights, powers, duties and obligations therein conferred or imposed upon the original general partners jointly.

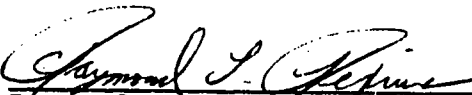
XIV

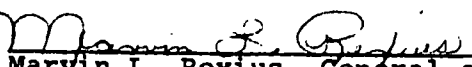
Set forth the right, if given, of a limited partner to demand and receive property other than cash in return for his contribution: No such right given.

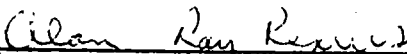
XV


Set forth the right, if given, of a limited partner to vote upon any matter affecting the basic structure of the partnership indicating the vote required for election or removal of general partners, termination of partnership, amendment of the partnership agreement, sale of all or substantially all of the assets of the partnership, or to cause other action to be effective as to the limited partnership: On the vote of limited partners entitled to one hundred percent (100%) of the profits allocable to the limited partners, the limited partners may elect to remove a general partner, terminate the partnership, amend the partnership agreement, or approve or disapprove of the sale of all, or substantially all, of the assets of the partnership.

We the undersigned, declare under the penalties of perjury, that we have examined this Amended Certificate of Limited Partnership and to the best of our knowledge and belief it is true, correct and complete.

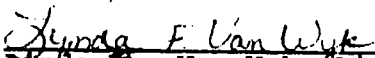

Raymond L. Rexius, General and Limited Partner

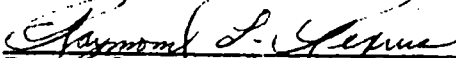

Marvin L. Rexius, General and Limited Partner

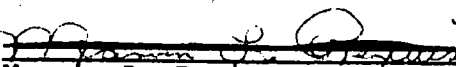

Alan Ray Rexius, Limited Partner



Arlen Lee Rexius, Limited Partner


Karen Ruth Jeffries, Limited Partner


Lynda F. Van Wyk, Limited Partner


Raymond L. Rexius, Trustee for Daniel Paul Sutton under Trust Agreement dated 12/26/73


~~Marvin L. Rexius~~, Trustee for Kenneth David Sutton under Trust Agreement dated 12/26/73


Raymond L. Rexius, Trustee for Dale Dwayne Sutton under Trust Agreement dated 12/26/73

Marvin L. Rexius
Marvin L. Rexius, Trustee for Rick
Dean Rexius under Trust Agreement dated
12/26/73

Marvin L. Rexius
Marvin L. Rexius, Trustee for
Brock William Rexius under Trust
Agreement dated 12/26/73

Raymond L. Rexius
Raymond L. Rexius, Trustee for Russell
Lee Rexius under Trust Agreement dated
12/26/73

Raymond L. Rexius
~~Raymond~~ L. Rexius, Trustee for Leanne
Elaine Rexius under Trust Agreement
dated 12/26/73

Raymond L. Rexius
Raymond L. Rexius, Trustee for
Suzanne Rae Rexius under Trust Agreement
dated 12/26/73

Dated: March 16, 1974.

1489-32

LP-10. Required by ORS Chapter 69 (Section 3, Chapter 604, Oregon Laws 1975). Mail to Corporation Commissioner, Salem, Oregon. There is no fee. Any limited partnership failing to file this document is subject to inactive status.

Designation of Initial Registered Office and Registered Agent

Rexius Forest Products Ltd., a limited partnership
(Exact name of limited partnership)

organized and existing under the laws of the State of Oregon

hereby designates the initial registered office in the State of Oregon to be _____

750 Chambers Eugene, Oregon 97402 P.O. Box 2276
(Number, street, city and zip code — a P.O. box will not suffice)

The initial registered agent shall be: Raymond L. Rexius

The undersigned general partners each designate the initial registered agent of the limited partnership and any successor registered agent as their personal registered agent and attorney upon whom any process, notice or demand may be served which arises out of the conduct of the partnership affairs and which is required or permitted by law to be served upon a general partner.

IN WITNESS WHEREOF, I/we, the undersigned general partner(s) declare under penalties of perjury that I/we have examined the foregoing and to the best of my/our knowledge and belief, it is true, correct and complete.

FILED

APR 20 1976

Raymond L. Rexius
(General Partner)

CORPORATION DIVISION (General Partner)

Marni L. Rexius
(General Partner)

(General Partner)

(General Partner)

(General Partner)

Dated 4-19-, 1976.

