STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

February 10, 2009

Job Number: C20090210-2711
Reference Number:
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Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20090124223-15	Amended & Restated Articles	6 Pages/1 Copies

Respectfully,

ROSS MILLER
Secretary of State

Certified By: Robert Sandberg
Certificate Number: C20090210-2711
You may verify this certificate online at **http://www.nvsos.gov/**

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Filed in the office of	Document Number
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Certificate to Accompany Restated Articles or Amended and Restated Articles

(PURSUANT TO NRS)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

This Form is to Accompany Restated Articles or Amended and Restated Articles of Incorporation

(Pursuant to NRS 78.403, 82.371, 86.221, 87A, 88.355 or 88A.250)

(This form is also to be used to accompany Restated Articles or Amended and Restated Articles for Limited-Liability Companies, Certificates of Limited Partnership, Limited-Liability Limited Partnerships and Business Trusts)

1. Name of Nevada entity as last recorded in this office:

COOPER-CARPENTER DEVELOPMENT, LLC

2. The articles are being ☐ **Restated** or ☒ **Amended and Restated** (check only one). Please entitle your attached articles **"Restated" or "Amended and Restated,"** accordingly.

3. Indicate what changes have been made by checking the appropriate box:*

☐ No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on _____ The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate.

☒ The entity name has been amended.

☐ The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)

☐ The purpose of the entity has been amended.

☐ The authorized shares have been amended.

☒ The directors, managers or general partners have been amended.

☐ IRS tax language has been added.

☐ Articles have been added.

☐ Articles have been deleted.

☐ Other. The articles or certificate have been amended as follows (provide article numbers, if available):

* This form is to accompany Restated Articles or Amended and Restated Articles which contain newly altered or amended articles. The Restated Articles must contain all of the requirements as set forth in the statutes for amending or altering the articles for certificates.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

ROSS MILLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
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AMENDED AND RESTATED

Articles of Organization
Limited-Liability Company

(PURSUANT TO NRS 86)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. **Name of Limited-Liability Company:** (must contain approved limited-liability company wording; see instructions)	MACKENZIE LANE RANCH, LLC — Check box if a Series Limited-Liability Company ☐
2. **Resident Agent Name and Street Address:** (must be a Nevada address where process may be served)	Law Offices of John P. Schlegelmilch, Ltd (Name) 30 Broadway Ave. (MANDATORY) Physical Street Address — Yerington (City) — Nevada (State) — 89447 (Zip Code) (OPTIONAL) Mailing Address — City — State — Zip Code
3. **Dissolution Date:** (OPTIONAL; see instructions)	Latest date upon which the company is to dissolve (if existence is not perpetual):
4. **Management:**	Company shall be managed by ☒ Manager(s) **OR** ☐ Members (check only one box)
5. **Name and Address of each Manager or Managing Member:** (attach additional page if more than 3)	Carpenter Management Services, Inc. (Name) 1930 Lewis St., S.E. (Address) — Salem (City) — OR (State) — 97302 (Zip Code) Name Address — City — State — Zip Code Name Address — City — State — Zip Code
6. **Name, Address and Signature of Organizer:** (attach additional page if more than 1)	Tommie Carpenter, President (CMS) (Name) — X (Signature) 1930 Lewis St., S.E. (Address) — Salem (City) — OR (State) — 97302 (Zip Code)
7. **Certificate of Acceptance of Appointment of Resident Agent:**	I hereby accept appointment as Resident Agent for the above named limited-liability company. X Authorized Signature of R.A. or On Behalf of R.A. Company — Date 2/9/09

This form must be accompanied by appropriate fees.

AMENDED AND RESTATED ARTICLES OF ORGANIZATION

OF

MACKENZIE LANE RANCH, LLC
(A Nevada Limited Liability Company)
Formerly,
COOPER-CARPENTER DEVELOPMENT, LLC
(A Nevada Limited Liability Company)

We, the undersigned, pursuant to the Nevada Revised Statutes governing limited-liability companies, hereby adopt the following Articles of Organization for a limited liability company:

ARTICLE I
NAME

The name of the limited-liability company shall be MACKENZIE LANE RANCH, LLC (the "Company).

ARTICLE II
DURATION

This Company shall be perpetual in it's existence from the date these Articles of Organization are filed with the Nevada Secretary of State.

ARTICLE III
PURPOSE

This Company is organized for the following purposes:

(a) to purchase, otherwise acquire, hold and sell for investment purposes real and personal property and make other real and personal (or mixed) property investments, of every character and nature and wherever situated, as the Members shall determine;

(b) to borrow money and issue notes and other evidences of indebtedness, and to secure the payment or performance of its obligations by mortgage, deeds of trust, pledge, or otherwise;

(c) to lend money with or without security, including but not limited to the security of mortgages, deeds of trust, pledges, or other hypothecations of real and personal property;

(d) to draw, make, accept, endorse, discount, execute or issue promissory notes,

drafts, bills of exchange, warrants, and other negotiable or transferable instruments;

(e) to enter into and make, perform and carry out contracts of every kind and description made for lawful purposes, without limit as to amount, with any person, firm, association, limited liability company, or corporation, either public or private;

(f) to have one or more offices and to carry on all or any of the objects and purposes herein enumerated, and to conduct the business of the Company in any of the states of the United State of America, the District of Columbia, the territories of the United States, and foreign countries;

(g) to do business under fictitious or assumed names; to act as agent or principal; to become a member of a limited liability company, joint venture, association, general or limited partnership, trust, or any other form of business organization, or a stockholder in a corporation, by purchase, investment, affiliation or otherwise;

(h) to carry on any other lawful business permitted by Nevada Law and to perform all acts in furtherance thereof.

ARTICLE IV
RECORDS

The address of Company in Nevada where its LLC records will be maintained as required by NRS 86.241, is 30 Broadway Ave., Yerington, Nevada 89447.

ARTICLE V
RESIDENT AGENT

The name and business and mailing address of the resident agent for this Company is: John P. Schlegelmilch, Esq., of The Law Offices of John P. Schlegelmilch, Ltd., at 30 Broadway Ave. Yerington, Nevada 89447.

ARTICLE VI
ADDITIONAL MEMBERS

Additional members may be admitted by the Members as provided in the Operating Agreement.

ARTICLE VII
CONTINUATION

Upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a

member in this Company, the remaining members may unanimously agree to continue the business of this Company as provided in the Operating Agreement.

ARTICLE VIII
MANAGEMENT

This Company shall be managed by one or more Managers appointed by the Members as provided for in the Operating Agreement. The name and address of the current duly appointed manager is:

Name	Address
Carpenter Management Services, Inc.	1930 Lewis St., SE Salem, OR 97302

ARTICLE IX
INDEMNITY

Section 9.01 Right to Indemnity. Every person who was or is a party, or is threatened to be made party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a manager or member of this Company, or is or was serving at the request of this Company as a manager of another limited-liability company, or as a director, officer or representative in a corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Nevada from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such managers, members or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any operating agreement or other agreement, vote of members, provision of law, or otherwise, as well as their rights under this Article.

Section 9.02 Expenses Advanced. Expenses of managers and members incurred in defending a civil or criminal action, suit or proceeding by reason of any act or omission of such managers or members acting as a manager or member shall be paid by the company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of any undertaking by or on behalf of the manager or member to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company.

Section 9.03 Operating Agreement; Insurance. Without limiting the application of the foregoing, the members may adopt a provision in the operating agreement from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Nevada, and may cause this Company to purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a manager or member of this Company as a member or manager of another limited liability company, or as its representative in a corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, to the fullest extent permitted by the laws of the State of Nevada, whether or not this Company would have the power to indemnify such person.

The indemnification and advancement of expenses provided in this Articles shall continue for a person who has ceased to be member, manager, employee or agent, and inures to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X
RETURN OF CONTRIBUTIONS

A member may only demand cash in return for his or its contribution to capital, but the Company may require a member to accept cash, property, promissory notes or any combination thereof in return for the member's contribution to capital.

IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of February, 2009

TOMMIE R. CARPENTER, Member

ACKNOWLEDGEMENT

STATE OF NEVADA)
:ss
COUNTY OF LYON)

On this 9th day of February, 2009, before me, the undersigned, a Notary Public, personally appeared TOMMIE R. CARPENTER, known to me to be the person described in and who executed the above foregoing instrument, and he acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

M. DENISE RUPRACHT
Notary Public - State of Nevada
Appointment Recorded in Lyon County
No: 04-89413-12 - Expires June 4, 2012

NOTARY PUBLIC (SEAL)