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FIRST AMENDED AND RESTATED SECRETARY OF
CERTIFICATE OF LIMITED PARTNERSHIP STATE

AND

CERTIFICATE OF ASSUMED OR FICTITIOUS NAME

FOR

ALASKA CENTER LIMITED PARTNERSHIP

WHEREAS, on April 19, 1983 the then Partners of the Partnership filed a Certificate of Limited Partnership with the Secretary of State, State of Idaho, File No. L00340 and whereas the original Limited Partner, as such, has withdrawn and the additional Limited Partners have been admitted.

NOW THEREFORE, the undersigned, desiring to confirm the previous formation of a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Idaho and the admission of the additional Limited Partners do hereby sign and swear to the following:

1. Name. The name of the Partnership shall be ALASKA CENTER LIMITED PARTNERSHIP.

2. Character of Business. The general character of the business of the Partnership is to acquire, maintain and operate the Alaska Building in Boise, Idaho.

3. Registered Agent. The name and address of the registered agent of the Partnership is: General Investments Corporation, an Idaho corporation, whose address is Suite 1203, Idaho First Plaza, 101 South Capitol Boulevard, Boise, Idaho 83702.

4. Partners - Contributions. The name and place of residence or business of each general and limited partner in the Partnership and the amount of cash or agreed value of any other property or services heretofore contributed or which shall be contributed to the Partnership are as follows:

<u>Name</u> (General Partner)	<u>Place of Residence or Business</u>	<u>Agreed Value of Contribution</u>
General Investment Corporation, an Idaho corporation	Suite 1203 Idaho First Plaza 101 So. Capitol Blvd. Boise, Idaho 83701	\$12,121.00

(Limited Partners)

(See Exhibit A attached hereto)

5. Additional Contributions. The General Partner shall have no specific time upon which it must make additional contributions to the capital of the Partnership; however, it may make additional contributions to the capital of the Partnership as required by it as a general partner to cover any deficits of the Partnership. Limited Partners shall be admitted to the Partnership upon their agreement to pay \$70,000.00 for a full interest (Unit) in the Partnership; provided, however, that the sum of Ten Thousand and No/100ths Dollars (\$10,000.00) (for a full unit) shall only be required to be contributed under certain terms and conditions as set forth in the Partnership Agreement. A full unit shall generally equal a 4.95% interest in Partnership profits and losses and cash distributions. Limited Partners may be admitted for a proportionate part of a full unit and their obligations and rights shall be in accord with said proportion. Generally, 99% of all Partnership profits, losses, and cash distributions shall be allocated to the Limited Partners with respect to their collective Partnership interest in the Partnership, provided that at such time as Limited Partners have received a return of their net capital contribution to the Partnership, then profits, losses and cash distributions shall be allocated 20% to the General Partner and 80% to the Limited Partners collectively. The Limited Partners shall pay their capital contribution to the Partnership in installments. Upon admission to the Partnership, a Limited Partner who has a full Unit in the Partnership shall pay \$12,000.00, and thereafter shall make semi-annual installment contributions on January 15 and July 15 of each year in an amount not less than \$3,500.00 per Unit per installment on an accumulative basis, provided that under certain circumstances such semi-annual installments (for a full Unit) may be up to \$24,000.00.

6. Assignments of Limited Partnership Interests. No Limited Partner may sell, assign, or transfer in whole or in part

his interest in the Partnership without obtaining the consent of the General Partner, and/or if such sale or transfer would cause a termination of the Partnership for tax purposes, or if such transferee does not meet applicable investor suitability standards under federal and state securities rules and regulations. As a condition to the admission of a substituted Limited Partner, the person or entity to be substituted shall execute and acknowledge such instruments (in form and substance satisfactory to the General Partner) as the General Partner may deem necessary or desirable to effect such substitution and confirm that the person or entity to be substituted as a substituted Limited Partner is bound by all covenants, terms and conditions of the Limited Partnership Agreement as the same may have been further amended, and provided further that if a Limited Partner sells or assigns his interest in the Partnership without the consent of the General Partner, the assignee of said interest shall not be entitled to exercise any rights as a Limited Partner, but shall be entitled only to receive the profits, losses and distribution of the Partnership which the Limited Partner would otherwise have been entitled to in accordance with the terms of his agreement with the Limited Partner and the terms and conditions of the Partnership Agreement.

7. Termination of Membership In Partnership. There are no agreed upon times or events under which a Partner may terminate his membership in the Limited Partnership.

8. Distributions. No Partner, General or Limited, has a right to demand any distributions of cash or property from the Partnership, provided that the General Partner is entitled to receive a Management and Risk Fee and to be reimbursed for out-of-pocket expenses as they are incurred and/or accrued under the Partnership Agreement. Distribution of net cash receipts from the Partnership will be made generally 99% to the Limited Partners and 1% to the General Partner until such time as the Limited Partners have received a return of their net capital contributions to the Partnership, at which time distribution shall be 20% to the General Partner and 80% to the Limited Partners.

9. Dissolution of the Partnership. The term of the Partnership is from the date hereof to the close of business on December 31, 2033. The Partnership may be earlier terminated and the affairs of the Partnership wound up on the earlier to occur of (i) the dissolution, death, disability, bankruptcy or withdrawal of the last remaining General Partner, unless upon the vote or consent of the holders of 67% of the percentage interests (Units) of the Partnership elect to continue the business of the

Partnership and select a new General Partner; or (ii) the passage of 90 days after the sale, exchange, condemnation or foreclosure of all or substantially all of the assets of the Partnership. Notwithstanding that certain other events may cause a technical dissolution of the Partnership under state law, nevertheless the Partnership shall be continued except upon the events described above.

10. Other Matters.

10.1 General Partner Not Liable for Return of Limited Partners' Contributions.

The General Partner shall not be personally liable for the return of all or any part of the capital contributions of the Limited Partners of the Partnership.

10.2 Special Power of Attorney. Pursuant to the terms of the written Partnership Agreement, each Limited Partner and his heirs, successors and assigns constitutes and appoints the General Partner(s) as the Limited Partner's true and lawful attorney-in-fact and agent with full power and authority in the Limited Partner's name, place and stead to execute, acknowledge, deliver, file and record in any appropriate public office any certificate or other instrument which may be necessary, desirable or appropriate to qualify or to continue the business of the Partnership as a limited partnership in any jurisdiction in which the Partnership conducts business; any amendment to the Partnership Agreement or to any certificate or other instrument which may be necessary, desirable or appropriate to reflect the admission of a Partner, the withdrawal of a Partner, or the transfer or all or any part of the percentage interest of a Partner in the Partnership, or any additional capital contributions or withdrawals of capital contributions by a Partner; and any certificates or instruments which may be appropriate, necessary or desirable to reflect a dissolution and termination of the Partnership. The Special Power of Attorney is an irrevocable durable power of attorney coupled with an interest and shall survive the subsequent disability or death of the Limited Partner and any transfer of the Limited Partner's interest in the Partnership.

10.3 Management and Control. The Partnership Agreement specifically provides that the Limited Partners may not take part in the management and control of the business, and that the sole management of the Partnership's business shall be vested in the General Partner(s) who shall have the sole and exclusive power to conduct the business of the Partnership and to execute

any and all instruments, documents or agreements in connection therewith.

10.4 Amendment of Partnership Agreement. The General Partner has the right to amend the Partnership Agreement without the consent of the Limited Partners so long as the adoption thereof is for the benefit of or not adverse to the interests of the Limited Partners; does not alter the interest of a General or Limited Partner in profits or losses or in cash distributions of the Partnership or the timing thereof; and does not by its terms alter the limited liability of the Limited Partners or the status of the Partnership as a partnership for Federal income tax purposes.

Dated effective as of the 1st day of August, 1983.

GENERAL INVESTMENT CORPORATION,
an Idaho corporation *

By Steve C. Swanson
Steve C. Swanson, President

* General Investment Corporation executes this Certificate on behalf of itself as General Partner and as attorney-in-fact for the above named Limited Partners pursuant to the special power of attorney granted by the Limited Partners to the General Partner pursuant to the Partnership Agreement.

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of October, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE C. SWANSON, known or identified to me to be the President of GENERAL INVESTMENT CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Darry Lynch
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: Lifetime

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of October, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE C. SWANSON, known or identified to me to be the President of the corporation whose name is subscribed to the within instrument as the attorney-in-fact for the Limited Partners whose names are set forth in the foregoing instrument pursuant to the special power of attorney included in the Partnership Agreement, and acknowledged to me that he subscribed the name of GENERAL INVESTMENT CORPORATION thereto as principal and as attorney-in-fact for the Limited Partners named in the foregoing instrument.

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

Darry Lynch
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: Lifetime

EXHIBIT "A"

NAMES AND ADDRESSES OF EACH INVESTOR

John C. Andreason	5120 Mountain View Drive, Boise, ID 83704	\$17,500
Gary and Susan Bates	1107 Harrison Blvd., Boise, ID 83702	35,000
Robert P. Bergdoll	2355 Spring Mtn. Dr., Boise, ID	35,000
Robert L. Bilow	5686 Randolph Drive, Boise, ID 83705	70,000
John P. Borgwardt	P. O. Box 1414, Portland, OR 97207	70,000
John T. Everett & Kristin L. Vehrs	831 S. Emerson St., Arlington VA 22204	17,500
Fred Franz	Route 8, Box 31, Caldwell, ID 83605	17,500
William B. Goodman	460 East Oak, Pocatello, ID 83201	70,000
Gary R. Gray	449 Pebble Beach Way, Eagle, Idaho 83616	70,000
Richard E. Hall	4464 Burnside, Boise, ID 83705	17,500
John P. and Patty H. Howard	1987 Ridgecrest, Boise, ID 83702	17,500
Larry Hultz	412 Alaska, Caldwell, ID 83605	35,000
Albert Johnston	945 Warm Springs, Boise, ID 83702	35,000
Richard R. Jones	1182 Eagle Hills Way, Eagle, ID 83616	70,000
Lawrence L. Knight, M.D.	10210 Whispering Cliffs Drive, Boise, ID 83704	35,000
Terry S. and Louise O. Maley	1608 North 9th Boise, ID 83702	35,000
William A. McCurdy	2750 Falling Brook Way, Boise, ID 83706	17,500
Laurel W. Murphy	11660 W. Arlington Dr., Idaho Falls, ID 83401	70,000
Edward B. Pennfield	401 East 74th St., New York, N.Y. 10021	17,500
Charles L. Robertson	2309 Claremont Dr., Boise, ID 83701	70,000
Jack Y. Robertson	233 East Highland View Dr., Boise, ID 83702	70,000
James D. Ruark	2109 Claremont Dr., Boise, ID 83701	35,000
R. M. Thorpe, M.D.	2202 Tablerock Rd., Boise, ID 83702	35,000
R. L. Webster	8703 Meadow Lane, Leawood, KS 66206	70,000
Richard L. Wright	648 Sonja Ct. Ridgecrest, CA 93555	70,000
J. Randolph Ayre	989 Parkhill Dr., Boise, ID 83702	70,000
Ken DeGrange	11185 Peconic Dr., Boise, ID 83709	17,500
Richard C. Fields	7303 Kingston Dr., Boise, ID 83704	70,000
Joseph I. Rodriguez	808 North 18th, Boise, ID 83702	35,000
Allen J. Murphy	1771 Laguna, Idaho Falls, ID 83401	70,000
Russel F. Viehweg	4325 Audobon Place, Boise, ID 83705	35,000