

CERTIFICATE OF AMENDMENT AND RESTATEMENT

OF HSC LIMITED PARTNERSHIP

LIMITED PARTNERSHIP CERTIFICATE

THIS CERTIFICATE OF AMENDMENT and Restatement of that certain Limited Partnership Certificate of HSC LIMITED PARTNERSHIP, an Idaho Limited Partnership, is executed in accordance with the requirements of Section 53-209, Idaho Code, and is intended to supercede and replace the Limited Partnership Certificate filed with the Idaho Secretary of State on January 24, 1986, under No. L01069, as amended by that certain Certificate of Amendment filed with the Idaho Secretary of State on April 7, 1986, under No. A-L01069.

1. Name. The name under which the Partnership is and shall be conducted is:

"HSC LIMITED PARTNERSHIP"

2. Character of Business. The general character of the business which may be transacted by the Partnership is to engage in the ownership, development, leasing, management and sale of real property and improvements described as follows:

Lots 1 and 2 of 5-Mile Professional Park Subdivision according to the official plat thereof filed in Book 51 of Plats at Page 4240, records of Ada County, Idaho.

3. Registered Agent. The name and address of the registered agent for service of process required to be maintained by Section 53-204, Idaho Code, is:

Gary R. Hawkins
10346 Overland Road
Boise, Idaho 83709

4. Name and Addresses of Partners. The name and business address of each of the Partners is:

<u>Name</u>	<u>Business Address</u>	<u>Partnership Status</u>
Hawkins-Smith, an Idaho general partnership	10346 Overland Road Boise, ID 83709	General
Victor D. Cook and Connie Rae Cook, husband and wife	10552 Garverdale Court Suite 910 Boise, Idaho 83704	Limited
Phillip N. Burk and Beau Burk, husband and wife	10552 Garverdale Court Suite 906 Boise, Idaho 83704	Limited
Jeffrey L. Chandler and Susan Chandler, husband and wife	10552 Garverdale Court Suite 906 Boise, Idaho 83704	Limited

5. Contributions to Capital. The amount of cash and/or a description of the agreed value of other property to be contributed by each Partner to the Partnership is:

<u>Partner</u>	<u>Partnership Status</u>	<u>Contribution</u>
Hawkins-Smith	General	As stated in the original Certificate in the amount of \$110,550.00.
Victor D. Cook and Connie Rae Cook	Limited	As stated in the original Certificate in the amount of \$54,450.00.
Phillip N. Burk and Beau Burk	Limited	Acquired partnership interest from assignment of a portion of the general partner's interest for the amount of \$20,534.00; no contribution is to be made to the Partnership.
Jeffrey L. Chandler and Susan Chandler	Limited	Acquired partnership interest from assignment of a portion of the general partner's interest for the amount of \$20,534.00; no contribution is to be made to the Partnership.

6. No additional Contributions. The contributions shown herein represent the total contributions agreed to be made to the Partnership and no additional contributions are required to be made to the Partnership by either the General Partner or any of the Limited Partners.

7. Transfer of Limited Partnership Interest. A Limited Partner shall have the power to assign all or any portion of his Limited Partnership interest upon the following terms and conditions:

(a) The General Partner shall have previously consented to such transfer in writing (which consent shall not be unreasonably withheld) except that the General Partner agrees to consent to the following transfers provided that all of the terms and conditions hereafter stated are satisfied:

(I) Transfer to another Partner of the Partnership;

(II) A gift to a parent, spouse, lineal descendant, brother or sister of the Limited Partner, or in trust for any such person or for himself;

(III) Succession or testamentary disposition upon the death of the Limited Partner;

(iv) Transfer to a spouse or former spouse of a Partner pursuant to an agreement or decree for division of community property upon marital dissolution or legal separation;

(b) The Partnership has obtained an opinion of its legal counsel, or other evidence satisfactory to it, that such transfer would not:

(i) Result in a violation of the Securities Act of 1933;

(ii) Require the Partnership to register as an investment company under the Investment Company Act of 1940;

(iii) Require the Partnership or the General Partner to register as an investment advisor under the Investment Advisors Act of 1940;

(iv) Result in a termination of the Partnership for federal or Idaho income tax purposes; or

(v) Result in a violation of any law, rule or regulation by the Partnership, the General Partner, or any Limited Partner.

(c) Prior to making any sale, assignment or transfer of a Limited Partnership Interest, or any part thereof (other than those specifically enumerated in clauses (i) through (vi) of subsection (a), above, the Limited Partner shall first give written notice to the General Partner describing the proposed transferee and the terms and conditions of the transaction.

(d) A transferee of a Limited Partnership Interest, or any portion thereof, shall become a substituted Limited Partner entitled to all of the rights of a Limited Partner when:

(i) The written consent of the General Partner is obtained, if required, and an Amended Limited Partnership Certificate is recorded; and

(ii) The transferee pays to the Partnership all costs and expenses incurred in connection with such substitution, including, without limitation, costs incurred to obtain the legal opinion referred to in subsection (b), above, and the costs incurred in amending the Partnership's then current Limited Partnership Certificate.

8. Termination of Interest. No Partner has the right to elect nor is there any agreement upon any events which will entitle a Partner to terminate his membership in the Limited Partnership.

9. Receipt of Distributions. No Partner shall have any right to demand a distribution of property, including cash, from the Partnership, except a distribution made to all partners pursuant to the terms of the Limited Partnership Agreement.

10. Return of Capital Contribution. The General Partner has the right to make distributions to the Partners, including a return of all or any part of the Partners' capital contributions, provided that said distributions are made to and among the Partners in accordance with their respective pro-rata shares of profits and losses as set forth in the Limited Partnership Agreement.

11. Termination of Partnership. The Partnership shall be terminated and dissolved and its affairs wound up:

(a) On a date when all property and assets of the Partnership have been sold and conveyed and all consideration received therefor has been distributed to the Partners;

(b) Upon the death, retirement or withdrawal of the remaining general partners of the General Partner, or upon the filing by the remaining General Partner of a voluntary petition in bankruptcy, or upon an adjudication of the General Partner as bankrupt or insolvent, unless the Limited Partners elect, within ninety (90) days from the date of said occurrence, to continue the Partnership and designate a substitute general partner as General Partner; or

(c) Upon the written agreement signed by all Partners to dissolve the Partnership.

12. Continuation of Partnership by Remaining General Partners. In the event there is more than one (1) General Partner, the remaining General Partner(s) shall have the right to continue the business of the Partnership if one (1) of the General Partners withdraws from the Partnership.

IN WITNESS WHEREOF, the undersigned, constituting all of the Partners of the Partnership, herewith execute this Certificate of Amendment and Restatement of HSC Limited Partnership Limited Partnership Certificate as of this 15th day of September, 1988, with the intent that the foregoing shall supercede and replace the Limited Partnership Certificate and the Certificate of Amendment above-described.

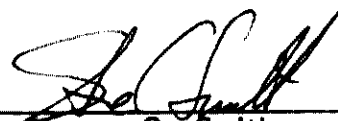
GENERAL PARTNER:

HAWKINS-SMITH
An Idaho General Partnership

By 

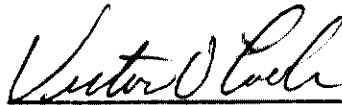
Gary R. Hawkins
General Partner

By

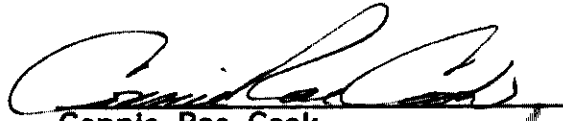


Steven C. Smith
General Partner

LIMITED PARTNER:



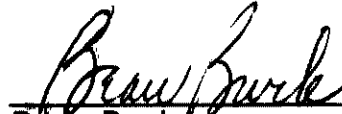
Victor D. Cook



Connie Rae Cook



Phillip N. Burke



Beau Burke



Jeffrey L. Chandler



Susan Chandler

STATE OF IDAHO)
) ss.
County of Ada)

On this 14th day of August, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary P. Hawkins & Steven C. Smith, known to me to be ~~one~~ of the partners in the partnership of HAWKINS-SMITH PARTNERSHIP, an Idaho General Partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument and acknowledged to me that he executed the same in said partnership name.

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

Patricia Lynn Ford
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires March 5, 1991

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY R. HAWKINS and R. GAIL HAWKINS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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 above written.

Notary Public for Idaho
Residing at _____, Idaho
My commission expires _____

(SEAL)

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN C. SMITH and REBECCA B. SMITH, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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 above written.

Notary Public for Idaho
Residing at _____, Idaho
My commission expires _____

(SEAL)

STATE OF IDAHO)
) ss.
County of Ada)

On this 19th day of July, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared VICTOR D. COOK and CONNIE RAE COOK, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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 above written.

Lanette Marcum

Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 10/92

(SEAL)

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of September, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared PHILLIP N. BURK and BEAU BURK, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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 above written.

Patricia Lynn Ford
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires March 9, 1991

(SEAL)

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of September, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY L. CHANDLER and SUSAN CHANDLER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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 above written.

Patricia Lynn
Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires March 9, 1991

(SEAL)