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MERIDIAN PLACE, LTD.
 CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
 County of Ada)

We, the undersigned, desiring to form a Limited Partnership pursuant to the laws of the State of Idaho, certify as follows:

1. The name of the partnership is MERIDIAN PLACE, LTD.
2. The character of the business is to carry on the business of acquiring and holding for investment undeveloped real property and for the development of real property; the construction of buildings, dwellings, and improvements thereon; and for the sale, lease and disposition of real property.
3. The location and principal place of business is Boise, Ada County, Idaho, and the partnership's post office address is P. O. Box 7727, Boise, Idaho 83707.
4. The names and places of residence of each member and the designation of general and limited partners are as follows:

NAME	DESIGNATION	PLACE OF RESIDENCE
ADA WEST PROPERTIES (A general partnership of Earl L. Harmon who resides in Boise, Idaho, and Howard L. Flanary who resides in Meridian, Idaho)	General Partner	Boise, Idaho
EARL L. HARMON	Limited Partner	Boise, Idaho
HOWARD L. FLANARY	Limited Partner	Boise, Idaho
KEITH S. BORUP	Limited Partner	Meridian, Idaho
C. LEON JOHNSON	Limited Partner	Boise, Idaho

HERBERT L. BRICE	Limited Partner	Meridian, Idaho
ALLEN D. HARMON	Limited Partner	Mountain Home, Idaho
LaVAUGHN HASKETT and ESTHER H. HASKETT, Husband and Wife	Limited Partner	Pocatello, Idaho
WILLIAM L. PRICE	Limited Partner	Twin Falls, Idaho
PHYSICIANS CLINIC, P.A.	Limited Partner	Mountain Home, Idaho

5. The term for which the partnership is to exist is for twenty (20) years from August 1, 1974, unless sooner dissolved by operation of law or by act of the General Partner.

6. The amount of cash and the description of and the agreed value of the other property contributed by each Limited Partner is as follows:

LIMITED PARTNER	CASH	AGREED VALUE OF OTHER PROPERTY	DESCRIPTION OF OTHER PROPERTY
EARL L. HARMON	\$32,050.00	\$25,450.00	Note
HOWARD L. FLANARY	None	\$5,000.00	Note
KEITH S. BOKUP	\$7,500.00	None	None
C. LEON JOHNSON	\$5,000.00	None	None
HERBERT L. BRICE	\$5,000.00	None	None
ALLEN D. HARMON	\$5,000.00	None	None
LaVAUGHN HASKETT and ESTHER H. HASKETT, Husband and Wife	\$5,000.00	None	None
WILLIAM L. PRICE	\$5,000.00	None	None
<i>INVL-10 (12/11/74) PM</i> PHYSICIANS CLINIC, P.A. formerly	\$10,000.00	None	None

7. The additional contributions, if any, are agreed to be made by each Limited Partner and the times at which or events on the happening of which they shall be made are as follows:

Up to forty (40) additional members, as Limited Partners, are to be admitted to the partnership upon receipt from

each member of an original contribution to partnership capital, in cash, of not less than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) subject to annual assessments for additional contributions of \$1,250.00 for each \$2,500.00 unit of such Limited Partner's original contribution.

8. The share of the profits and the other compensation by way of income which each Limited Partner shall receive by reason of his contribution are as follows:

Until the Limited Partners have received distributions in cash or other property equal in value to the amounts of their capital contributions, all distributions shall be made exclusively to the Limited Partners as a return of capital in proportion to the capital interest. After the Limited Partners have received cash or other property in equal value to the amounts of their capital contributions, plus an amount equal to seven percent (7%) per annum on their contributions, the Limited Partners shall receive eighty percent (80%) of all distributions, which shall be divided among them in proportion to their capital interests, and the General Partner shall receive twenty percent (20%) of all such distributions.

9. The right of a Limited Partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution, are as follows:

The partnership interest of a Limited Partner, or any portion thereof, may be transferred or assigned only with the prior written consent of the General Partner. Such consent may be withheld in the discretion of the General Partner and in no event shall be given unless:

- (a) The assignee shall execute and deliver to the General Partner an agreement, in a form satisfactory to the General Partner, to be bound by the terms and conditions of this Agreement and such other documents

consistent therewith as the General Partner shall deem appropriate; and

(b) The terms of such assignment shall specify the end of a calendar quarter as the effective date thereof.

An assignee of the partnership interest of a Limited Partner, pursuant to an assignment consented to by the General Partner and in all other respects in compliance with this paragraph, shall be admitted as a substituted Limited Partner upon his payment of the reasonable costs, if any, of effecting such admission.

10. The right of the General Partner to admit additional Limited Partners is as follows:

The General Partner may admit up to forty (40) additional Limited Partners whose original contributions, in the aggregate, to the partnership capital will amount to \$200,000.00. Thereafter, additional Limited Partners may only be admitted to the partnership on terms that may be agreed upon in writing among the General Partners and the existing Limited Partners.

11. In the event of the dissolution of the General Partner and the winding up of its affairs without a member of the General Partner continuing its business, the partnership shall be expeditiously terminated, provided, however, that there shall not be any immediate dissolution of the partnership but that it shall be temporarily continued for the purpose of winding up the partnership affairs and liquidating the partnership as provided herein.

This shall not prevent the Limited Partners from agreeing among themselves as to the continuation of the partnership business by the formation of a new partnership.

DATED at Boise, Idaho, this 1st day of August, 1974.

GENERAL PARTNER: ADA WEST PROPERTIES

By Earl L. Harmon
EARL L. HARMON, Partner

By Howard L. Flaherty
HOWARD L. FLAHERTY, Partner

LIMITED PARTNERS:

Earl L. Harmon
EARL L. HARMON

Howard L. Flaherty
HOWARD L. FLAHERTY

Kath S. Borup
KATH S. BORUP

C. Leon Johnson
C. LEON JOHNSON

Herbert L. Brice
HERBERT L. BRICE

Allen D. Harmon
ALLEN D. HARMON

Claraugh Haskett
CLARAUGH HASKETT

Esther H. Haskett
ESTHER H. HASKETT

William L. Price
WILLIAM L. PRICE

IRVING WELLS

By J. W. Hubert
formerly PHYSICIANS CLINIC, P.A.

SUBSCRIBED AND SWORN TO by EARL L. HARMON, by me
the undersigned Notary Public this 1st day of August, 1974.

R. W. Miller
Notary Public for Idaho
Residing at Boise, Idaho

SUBSCRIBED AND SWORN TO by all of the other
signatories, by the undersigned Notary Public this 1st day
of August, 1974.

Earl L. Harmon
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO COMMISSIONER OF REVENUE
Earl L. Harmon
9th May 1974
R. W. Miller
600
for

7925183

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AMENDMENT TO CERTIFICATE OF LIMITED
PARTNERSHIP OF MERIDIAN PLACE, LTD.

STATE OF IDAHO)
) 18.
 County of Ada)

We, the undersigned, the present members of a limited partnership known as MERIDIAN PLACE, LTD., and FRANK E. YOUNGSTROM and BARBARA L. HARMON; OWEN G. DAVIS; WILLIAM J. McCORMICK; SCOTT M. SCHLOFMAN; FRANK E. WALTER; CONNIE L. HARMON; ROBERT E. HARMON; DAVID A. HARMON; DAVID L. GAISFORD and BONNIE J. GAISFORD, Husband and Wife; MAXINE HARMON; JOSEPH D. LITSTER and MARJORIE LITSTER, Husband and Wife; LEWIS L. BOWEN; LOTHAIR B. RICH and WANDA S. RICH, Husband and Wife; VERL G. KING, as added Limited Partners, desire to amend the Certificate of Limited Partnership heretofore executed by the existing partners as of the 1st day of August, 1974, pursuant to the laws of the State of Idaho, and we and the added partners certify as follows:

1. That Paragraph 4 of said Certificate is hereby amended to read as follows:

"4. The names and places of residence of each member and the designation of general and limited partners are as follows:

NAME	DESIGNATION	PLACE OF RESIDENCE
ADA WEST PROPERTIES, INC., an Idaho corporation	General Partner	Boise, Idaho
EARL L. HARMON	Limited Partner	Boise, Idaho
HOWARD L. FLANARY	Limited Partner	Meridian, Idaho
KEITH S. BORUP	Limited Partner	Meridian, Idaho
C. LEON JOHNSON	Limited Partner	Boise, Idaho

HERBERT L. BRICE	Limited Partner	Meridian, Idaho
ALLEN D. HARMON	Limited Partner	Mountain Home, Idaho
LAVAUGHN HASKETT and ESTHER H. HASKETT, Husband and Wife	Limited Partner	Pocatello, Idaho
WILLIAM L. PRICE <i>Sw</i>	Limited Partner	Twin Falls, Idaho
<i>DR. W. H. H. formerly</i> PHYSICIANS CLINIC, P.A.	Limited Partner	<i>465 AMERICAN DRIVE</i> Mountain Home, Idaho
FRANK E. YOUNGSTROM and BARBARA L. HARMON	Limited Partner	Boise, Idaho
OWEN G. DAVIS	Limited Partner	Boise, Idaho
WILLIAM J. McCORMICK	Limited Partner	Boise, Idaho
SCOTT M. SCHLOFMAN	Limited Partner	Boise, Idaho
FRANK E. WALTER	Limited Partner	Meridian, Idaho
CONNIE L. HARMON	Limited Partner	Boise, Idaho
ROBERT E. HARMON	Limited Partner	Boise, Idaho
DAVID A. HARMON	Limited Partner	Boise, Idaho
DAVID L. GAISFORD and BONNIE J. GAISFORD, Husband and Wife	Limited Partner	Boise, Idaho
MAXINE HARMON	Limited Partner	Boise, Idaho
JOSEPH D. LITSTER and MARJORIE LITSTER, Husband and Wife	Limited Partner	Boise, Idaho
LEWIS L. BOWEN	Limited Partner	Meridian, Idaho
LOTHAIR B. RICH and WANDA S. RICH, Husband and Wife	Limited Partner	Meridian, Idaho
VERL G. KING	Limit Partner	Meridian, Idaho"

2. That Paragraph 6 of said Certificate is hereby amended to read as follows:

"6. The amount of cash and the description of and the agreed value of the other property contributed by each Limited Partner is as follows:

LIMITED PARTNER	CASH	AGREED VALUE OF OTHER PROPERTY	DESCRIPTION OF OTHER PROPERTY
EARL L. HARMON	\$32,050.00	\$24,450.00	Note
HOWARD L. FLAHARY	None	\$5,000.00	Note
KEITH S. BORUP	\$7,500.00	None	None
C. LEON JOHNSON	\$5,000.00	None	None
HERBERT L. BRICE	\$5,000.00	None	None
ALLEN D. HARMON	\$5,000.00	None	None
LAUGHLIN HASKETT and ESTHER H. HASKETT, Husband and Wife	\$5,000.00	None	None
WILLIAM L. PRICE and <i>Thyl. W. Price formerly</i> PHYSICIANS CLINIC, P.A.	\$5,000.00 \$10,000.00	None None	None None
FRANK E. YOUNGSTROM and BARBARA L. HARMON	\$3,500.00	\$4,000.00	Notes
OWEN G. DAVIS	\$5,000.00	None	None
WILLIAM J. MCCORMICK	\$5,000.00	None	None
SCOTT H. SCHLOFMAN	\$5,000.00	None	None
FRANK E. WALTER	\$5,000.00	None	None
CONNIE L. HARMON	\$5,000.00	None	None
ROBERT E. HARMON	\$5,000.00	None	None
DAVID A. HARMON	\$3,500.00	\$1,500.00	Note
DAVID L. CAISFORD and BONNIE J. CAISFORD, Husband and Wife	\$2,500.00	\$2,500.00	Note
MAXINE HARMON	\$5,000.00	None	None
JOSEPH D. LITSTER and MARJORIE LITSTER, Husband and Wife	\$5,000.00	None	None
LEWIS L. BOWEN	\$7,500.00	None	None
LOTHAIR B. RICH and WANDA S. RICH, Husband and Wife	\$5,000.00	None	None
VERL G. KING	None	\$10,000.00	Note

3. That Paragraph 11 of said Certificate is hereby amended to read as follows:

"11. In the event of the dissolution of the General Partner without the stockholders of the General Partner continuing its business, the General Partner shall be liquidated as promptly as is possible, distributing its remaining assets to the stockholders as provided by law; provided, however, there need not be an immediate dissolution of this partnership except for the purpose of winding up its affairs and liquidating the same.

This shall not prevent the Limited Partners from agreeing among themselves as to the continuation of the partnership business by the formation of a new partnership."

4. This amended Certificate of Limited Partnership shall be in full force and effect from and after January 2, 1976.

DATED at Boise, Idaho, this 2nd day of January,

1976.

GENERAL PARTNER:

ADA WEST PROPERTIES, INC.,
an Idaho corporation

by Earl L. Harmon
President

LIMITED PARTNERS:

Earl L. Harmon
EARL L. HARMON

Edward L. Flomart
EDWARD L. FLOMART

Keith S. Borup
KEITH S. BORUP

C. Leon Johnson
C. LEON JOHNSON

Herbert L. Brice
HERBERT L. BRICE

Allen D. Harmon
ALLEN D. HARMON

L. Vaughn Haskett
L. VAUGHN HASKETT

Esther H. Haskett
ESTHER H. HASKETT

William L. Price
WILLIAM L. PRICE

Physicians Clinic, P.A.
formerly
PHYSICIANS CLINIC, P.A.

Frank E. Youngstrom
FRANK E. YOUNGSTROM

Barbara L. Harmon
BARBARA L. HARMON

Owen G. Davis
OWEN G. DAVIS

William J. McCormick
WILLIAM J. MCCORMICK

Scott M. Schlofman
SCOTT M. SCHLOFMAN

Frank E. Walter
FRANK E. WALTER

Connie L. Harmon
CONNIE L. HARMON

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Robert E. Harmon
ROBERT E. HARMON

David A. Harmon
DAVID A. HARMON

David L. Gaisford
DAVID L. GAISFORD

Bonnie J. Gaisford
BONNIE J. GAISFORD

Maxine Harmon
MAXINE HARMON

Joseph D. Litster
JOSEPH D. LITSTER

Marjorie Litster
MARJORIE LITSTER

Lewis L. Bowen
LEWIS L. BOWEN

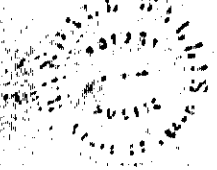
Othair B. Rich
OTHAIR B. RICH

Wanda S. Rich
WANDA S. RICH

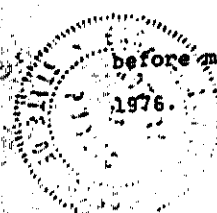
Verl G. King
VERL G. KING

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SUBSCRIBED AND SWORN TO by EARL L. HARMON, President,
and EARL L. HARMON, before me, the undersigned Notary Public
this 2nd day of January, 1976.


Pauli W. Allen
Notary Public for Idaho
Residing at Boise, Idaho

SUBSCRIBED AND SWORN to by all of the other signatories,
before me, the undersigned Notary Public this 2nd day of January,
1976.


Earl L. Harmon
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA,
Subscribed and sworn to before me at the County of Ada, State of Idaho, this 9th day of May, 1979.
Pauli W. Allen
Notary Public for Idaho
Richard B. Miller Deputy
R. B. Miller