

# AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

## CURTIS PLAZA ASSOCIATES LIMITED PARTNERSHIP

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 SEALS OF  
 We, the undersigned, desiring to recognize and record the transfer of limited partnership interest from Wright-Leasure Investments, Roy C. Gerhard and DBSI Inc. to Thomas D. Tilden, hereby completely amend and restate the Amended and Restated Certificate of Limited Partnership of Curtis Plaza Associates Limited Partnership (#L00151-a) previously filed with the Secretary of State on October 3, 1984, and hereby sign and swear to the following:

1. And the name of the Partnership shall be Curtis Plaza Associates Limited Partnership.
2. The purpose of the Partnership is to build, own, maintain and operate a professional office building.
3. The name and address of the registered agent of the Partnership is DBSI Inc., 1070 North Curtis Road, Suite 270, Boise, Idaho 83706.
4. The name and place of residence or business of each General and Limited Partner in the Partnership and amount of cash or agreed value of any other property or services contributed are as follows:

Name	Place of Residence or Business	Cash Contribution
DBSI Inc. (General Partner)	1070 N. Curtis Rd., Ste. 270 Boise, Idaho 83706	0
Roy C. Gerhard (General Partner)	6125 Winstead Place Boise, Idaho 83704	0
H. Larry Leasure (General Partner)	101 S. Capitol Blvd., Ste. 1701 Boise, Idaho 83702	0
Thomas T. Wright (General Partner)	101 S. Capitol Blvd., Ste. 1701 Boise, Idaho 83702	0
Roy C. Gerhard (Limited Partner)	6125 Winstead Place Boise, ID 83704	\$56,250.05
Ronald C. Lowry (Limited Partner)	1070 N. Curtis Rd., Ste. 120 Boise, ID 83706	25,024.95
Robert E. DiGrazia (Limited Partner)	1941 Roanoke Boise, ID 83707	18,000.00
Clyde & Roy Gerhard (Limited Partners)	615 Winstead Place Boise, ID 83704	48,000.00

Thomas D. Tilden (Limited Partner)	1070 N. Curtis Rd., Ste. 150 Boise, ID 83706	22,875.00
Theodore A. Fricke (Limited Partner)	1070 N. Curtis Rd., Ste. 240 Boise, ID 83706	24,000.00
Richard M. Steele (Limited Partner)	6830 Fremont Boise, ID 83704	18,000.00
Gerald G. Overly (Limited Partner)	10061 Clarkson Place Boise, ID 83704	18,300.00
Arthur B. Gallun (Limited Partner)	211 West State St. Boise, ID 83702	33,000.00
DBSI Inc. (Limited Partner)	1070 N. Curtis Rd., Ste. 270 Boise, ID 83706	45,275.00
Wright Leasure Investments (Limited Partner)	101 S. Capitol Blvd., Suite 1701 Boise, ID 83702	15,275.00

The above limited partners were admitted to the partnership on the 1st day of January 1983.

5. The above listed Limited Partners, upon entering the partnership, paid 60% of the cash to be contributed. The remaining balance was paid in February 1984, except for the capital contributions of Richard M. Steele and Gerald G. Overly which are being paid on other prearranged schedules. Limited Partners shall have no liability to creditors of the Partnership beyond their committed cash contributions.
6. No limited partner may sell, assign, or transfer, in whole or in part, his Interest in the Partnership, except as otherwise provided in the Partnership Agreement, without obtaining the consent of the General Partners. Additionally, no consent will be given if such a sale or transfer would cause a termination of the Partnership for tax purposes or would be in violation of any Federal or state securities laws. As a condition to the admission of a Substituted Limited Partner, the person or entity so to be substituted shall execute and acknowledge such instruments (in form and substance satisfactory to the General Partners) as the General Partners may deem necessary or desirable to effect such substitution, and to confirm that the person or entity to be substituted as such Substituted Limited Partner, is bound by all covenants, terms and conditions of the Limited Partnership Agreement, as the same may have been further amended. Provided, however, that if a Limited Partner sells or assigns his Interest in the Partnership

without the consent of the General Partners, the assignee of said Interest shall not be entitled to exercise any rights as a Limited Partner but shall be entitled to receive distributions to which the Limited Partner would have been entitled had the assignment not been made.

There are no other times or events upon which an individual Limited Partner may withdraw or terminate his membership in the Limited Partnership.

7. The rights of partners to receive distributions from the Partnership are as follows:
  - a. Distributions of Net Cash Receipts (as defined in Article IV of the Partnership Agreement) shall be made 88% to the Limited Partners, and 12% to the General Partners.
  - b. Subject to Section 15.5 of the Partnership Agreement, distributions of Sale and Financing Proceeds (as defined in Article IV of the Partnership Agreement) shall be in the following order of priority:
    - (i) First, one hundred percent (100%) to the Limited Partners until the Limited Partners have been distributed cash equal to remaining Outstanding Capital Contributions;
    - (ii) Second, eighty-eight percent (88%) to the Limited Partners and twelve percent (12%) to the General Partners (4% to DBSI Inc., 4% to Roy C. Gerhard, 2% to Larry Leasure and 2% to Thomas T. Wright).
  - c. Except to the extent such distributions are a return of capital contributions, no Partner has a right to a return of his capital contribution.
8. The term of the Partnership is from October 1, 1981 to continue until December 31, 2021 unless sooner dissolved and affairs wound up earlier by:
  - a. Bankruptcy, dissolution, removal or withdrawal of the last remaining General Partner unless the Limited Partners elect to continue the business of the Partnership and elect a new General Partner;
  - b. The sale of all or substantially all of the assets of the Partnership or;
  - c. Vote of Limited Partners holding a majority of the then outstanding interests to dissolve the Partnership.

The withdrawal of any one of the General Partners shall not cause dissolution of the Partnership if within sixty (60) days of such withdrawal the remaining General Partner(s) elects to continue the business of the Partnership. The Partnership, however, shall cease existence with the cessation of the existence or withdrawal of the last General Partner.

The provisions herein may, in some cases, be summarized and reference is hereby made to the items of the Partnership Agreement and amendments thereto which shall control the rights, obligations and duties of the Partners.

9. Other Matters.

- a. The General Partners shall not be personally liable for the return of all or any part of the capital contributions of the Limited Partners of the Partnership.
- b. Pursuant to the terms herein, each Limited Partner and his heirs, successors and assigns constitutes and appoints the General Partner as the Limited Partner's true and lawful attorney-in-fact and designated 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 of all or any part of the percentage interest of a Partner in the Partnership, or any additional 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.
- c. The Partnership Agreement specifically provides that the Limited Partners shall not (as Partners) 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 who is specifically authorized and empowered to execute any and all documents on behalf of the Partnership in furtherance of its business.

Dated, executed and sworn to this 13<sup>th</sup> day of December, 1984, Boise, Idaho.

DBSI Inc.  
(General Partner)

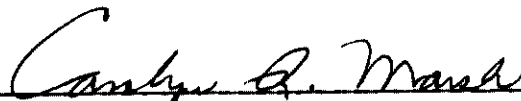


By: Douglas L. Swenson  
President

STATE OF IDAHO       )  
                              ) ss.  
County of Ada        )

On this 13<sup>th</sup> day of December, 1984, before me, a Notary Public in and for said State, personally appeared Douglas L. Swenson, known to me to be the President of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

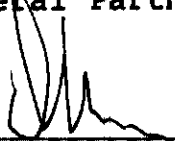
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho  
Residence: Boise, Idaho

Pursuant to the special power of attorney granted to the General Partners in Article XVIII of the Articles of Limited Partnership of Curtis Plaza Associates Limited Partnership, the General Partner DBSI Inc., hereby executes this Certificate for and in behalf of the following Limited Partners: Ronald E. Lowry, Roy C. Gerhard, Clyde & Roy Gerhard, Robert E. DiGrazia, Thomas D. Tilden, Theodore A. Fricke, Richard M. Steele, Gerald G. Overly, Arthur B. Gallun, DBSI Inc., and Wright-Leasure Investments.

DBSI Inc.  
(General Partner)

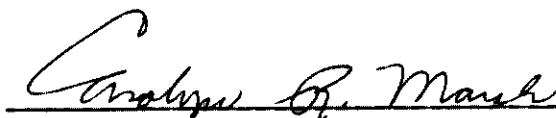


By: Douglas L. Swenson  
President

STATE OF IDAHO       )  
                              ) ss.  
County of Ada        )

On this 13<sup>th</sup> day of December, 1984, before me, a Notary Public in and for said State, personally appeared Douglas L. Swenson, known to me to be the President of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, 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 above written.



Notary Public for Idaho  
Residence: Boise, Idaho