

AMENDED AND RESTATED

CERTIFICATE OF LIMITED PARTNERSHIP

05 MAY 16 PM 4 22

OF

MILWAUKEE VENTURERS LIMITED PARTNERSHIP

SECRETARY OF
STATE

STATE OF IDAHO)
) ss.
County of Ada)

THE UNDERSIGNED, having formed a Limited Partnership under the Uniform Limited Partnership Act of the State of Idaho, hereby sign and swear to the following Certificate effective as of the 13th day of May, 1985 to amend and restate the original certificate filed on May , 1985 as No. .

1. The name of the Partnership is "Milwaukee Venturers Limited Partnership".

2. The character of the Partnership is to hold, operate, manage, sell and otherwise deal in real and personal property and to act as the General Partner of W.Y.L., LTD., A Limited Partnership (a/k/a Milwaukee Shopping Center Associates, A Limited Partnership) and to otherwise conduct all lawful business all as more particularly provided in the Partnership Agreement;

3. The registered agent of the Partnership for purposes of Idaho Code Section 53-204 and the registered office of the Partnership is:

H. Larry Leasure

Owyhee Plaza, Suite 500
11th and Main Streets
Boise, ID 83702

4. The names and addresses of the partners, both general and limited and the agreed value and description of the cash or property contributed and their percentage interests are respectively as follows:

General Partner:

H. Larry Leasure
Owyhee Plaza, Suite 500
11th and Main Streets
Boise, ID 83702

Contribution

Percentage

\$500,000 for 50%
1/2 the general
partnership in
W.Y.L. Ltd., a
limited partnership

Limited Partners:

LCD Properties, a Utah
general partnership
2004 North Redwood Road
Salt Lake City, UT 84116

\$250,000.00

25%

Interwest Corporation	\$190,000.00	19%
Employees' Pension Trust		
2004 North Redwood Road		
Salt Lake City, UT 84116		

Interwest Corporation	\$60,000.00	6%
Employees' Salary Savings		
Trust		
2004 North Redwood Road		
Salt Lake City, UT 84115		

5. Additional capital contributions in cash or other property are not required of the Limited Partner at any time during the term of the Limited Partnership. In the event that sales, financing or other sources of funds are not adequate for partnership need, then the General Partner may loan, advance or contribute such funds all as more particularly provided in the Partnership Agreement.

6. The Limited Partners do have the right to substitute an assignee in their place subject to the consent of the General Partner, which will not be unreasonably withheld and subject to the right of first refusal given to the other partners and certain other restrictions as provided in the Partnership Agreement.

7. No Partner has the right to withdraw or terminate his membership in the Partnership.

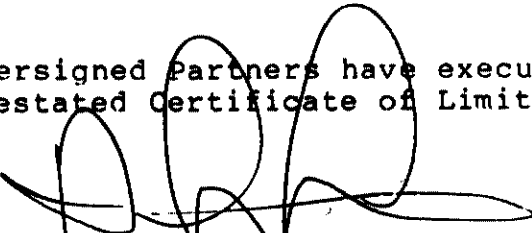
8. The Partners have the right to receive distributions of the net profit in accordance with their respective sharing ratios of 50% to the General Partner and 50% collectively to the Limited Partners, provided that the Limited Partner is entitled to receive a preferential distribution of net proceeds as more particularly provided in the Partnership Agreement.

9. No Partner has the right to demand a return of its capital contributions prior to liquidation and winding up of the Partnership nor to receive distributions of property or cash except as it is available from the normal operations of the Partnership and more particularly provided in the Partnership Agreement. The General Partner may, but has no obligation to, return a partner's capital contribution except in liquidation.

10. The Partnership is to be dissolved and its affairs wound up in the event of (i) expiration of its term; (ii) the vote of Partners holding 51% to terminate; (iii) upon the termination, dissolution, bankruptcy, resignation or withdrawal of the General Partner unless continued by the other partners; or (iv) otherwise as provided in the Partnership Agreement.

11. There is a right given to a successor general partner to continue the business upon the withdrawal, insolvency or bankruptcy of a General Partner as more particularly provided in the Partnership Agreement.

IN WITNESS WHEREOF, the undersigned Partners have executed and sworn to this Amended and Restated Certificate of Limited Partnership.

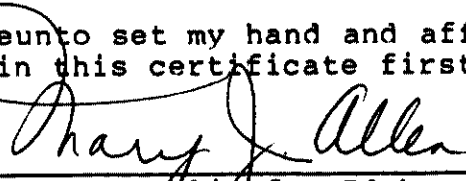

H. Larry Leasure, individually as General Partner and as attorney-in-fact for LCD Properties, a Utah general partnership and for Interwest Corporation Employees' Pension Trust*the Limited Partners pursuant to the power of attorney granted in the Partnership Agreement

STATE OF IDAHO)
) ss.
County of Ada)

*and for Interwest Corporation
Employees' Salary Savings
Trust

On this 13th day of May, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared H. LARRY LEASURE, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same on his own behalf and as attorney-in-fact for LCD Properties, a Utah general partnership, *MTA* and for Interwest Corporation Employees' Pension Trust*and in said partnership and corporation's name.

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


Notary Public for Idaho
Residing at Boise, Idaho

*and for Interwest Corporation Employees' Salary
Savings Trust