

RECEIVED

AMENDED  
CERTIFICATE OF LIMITED PARTNERSHIP

SEP 9 PM 3 15  
SECRETARY OF  
STATE

State of Idaho )  
 )  
County of Ada )

We, the undersigned, desiring to completely amend and restate the Certificate of Limited Partnership previously filed in the Ada County Recorder's Office (Certificate #8102692) January 18, 1981, hereby sign and swear to the following:

1. The name of the Partnership shall be Overthrust Associates.
2. The purpose of the Partnership is to acquire interests in identified projects in Colorado and to acquire, maintain, develop and sell or hold for investment various other parcels and/or options to purchase land in the State of Wyoming and Colorado.
3. The name and address of the registered agent of the Partnership is DBSI, Inc., 5460 Franklin Road, Boise, Idaho 83705.
4. The name and place of residence or business of each General Partner and Limited Partner in the Partnership and amount of cash or agreed value of any other property or services contributed are as follows:

<u>Name</u>	<u>Place of Residence or Business</u>	<u>Cash Contribution</u>
Wright-Leasure Investments (General Partner)	101 South Capitol Blvd. Boise, Idaho 83702	\$ 0
DBSI, Inc. (General Partner)	5460 Franklin Road Suite A Boise, Idaho 83704	\$ 0
Franklin E. Agnew III (Limited Partner)	170 Forest Drive Pittsburgh, PA 15238	\$ 50,000
Bill M. Chronic (Limited Partner)	2520 North 31st Street Boise, Idaho 83703	\$ 30,000
Paul I. Corddry (Limited Partner)	1921 North 21st Street Boise, Idaho 83702	\$143,000
K. Danny Fouladpour (Limited Partner)	1018 Ranch Road Boise, Idaho 83702	\$ 30,000
Eugene D. Gagliardi, Jr. (Limited Partner)	920 Hillsdale Road West Chester, PA 19380	\$ 93,000
Nicholas C. Gagliardi (Limited Partner)	2039 Pony Trail Dr. Newton Square, PA 19073	\$ 93,000
Ralph M. Gagliardi (Limited Partner)	1120 Chateau Drive West Chester, PA 19380	\$ 93,000
Idaho Chemical Industries Profit Sharing Plan (Limited Partner)	P. O. Box 7928 Boise, Idaho 83707	\$ 30,000
Marc M. Iseri (Limited Partner)	718 S.W. 3rd Street Ontario, Oregon 97914	\$ 50,000

<u>Name</u>	<u>Place of Residence or Business</u>	<u>Cash Contribution</u>
Elizabeth Jane Parker (Limited Partner)	1931 Sunrise Way Pocatello, Idaho 83201	\$100,000
D. Grant Peacock (Limited Partner)	114 Wilmar Drive Pittsburgh, PA 15238	\$ 50,000
Robert K. Pedersen (Limited Partner)	139 East Braemere Road Boise, Idaho 83702	\$ 90,000
St. Clair Professional Association (Limited Partner)	5966 Curtisian Boise, Idaho 83705	\$ 30,000
DBSI Investors (Limited Partner)	5460 Franklin Road Suite A Boise, Idaho 83705	\$118,000

of the above capital contributions at least 50% of the said contributions were paid in cash upon entering the limited partnership and the remaining portion will be paid in cash upon call by the General Partners before November 1, 1983. No other capital contributions may be required from the General or Limited Partners.

5. 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 Partners or if such a sale or transfer would cause a termination of the Partnership for tax purposes. 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 the 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 share in the profits and losses and 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 terminate his membership in the Limited Partnership.

6. The rights of Partners to receive distributions from the Partnership are as follows:

- a. Distributions of Net Cash Receipts from Operations.

- (1) 100% to the Limited Partners (until they have received an amount equal to 15% of their Capital Contributions); then
- (2) 50% to the Limited Partners and 50% to the General Partners.

- b. Distribution of Proceeds Upon Sale, Exchange, Liquidation, or Other Disposition or Refinancing of the Projects (after establishing appropriate reserves).

- (1) To the Limited Partners, 50% of the balance of the proceeds remaining;
- (2) To the General Partners, the balance of the proceeds remaining to be distributed.

Provided, however, that certain minimum distributions of the "net cash proceeds" are required from the sale or disposition of each separate parcel of real property (not including pad sales in the case of a retail facility).

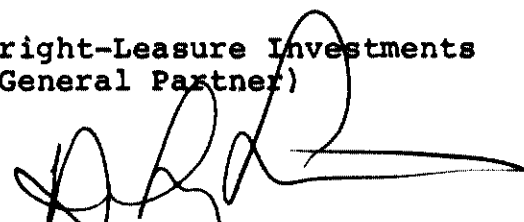
7. The term of the Partnership is from October 1, 1980 to the close of business on December 31, 2020, or until dissolved and affairs wound up earlier by:
  - a. The dissolution, bankruptcy or withdrawal from the Partnership of a General Partner unless within 60 days thereafter the remaining General Partner(s) shall elect to continue the Partnership.
  - b. Bankruptcy, dissolution or withdrawal of the last remaining General Partner if a new General Partner has not been timely admitted;
  - c. The sale of all the real estate assets (including purchase money security interests) of the Partnership; or
  - d. An agreement in writing to dissolve the Partnership by Limited Partners holding a majority of all the then outstanding Interests and at least one General Partner.
8. The withdrawal of any one of the General Partners shall not cause dissolution of the Partnership if the remaining General Partner(s) elect 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.

Dated, executed and sworn to this 9<sup>TH</sup> day of September, 1982, Boise, Idaho.

DBSI, Inc.  
(General Partner)

  
by Douglas L. Swenson, President

Wright-Leasure Investments  
(General Partner)

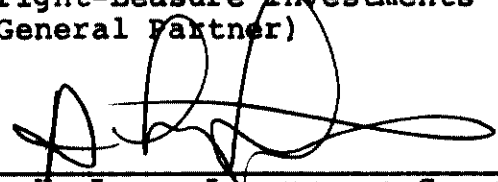
  
by H. Larry Leasure, a General Partner

Pursuant to a special power of attorney granted to the General Partners in Article XVIII of the Articles of Limited Partnership of Overthrust Associates, the General Partners hereby execute this Certificate for and in behalf of the following Limited Partners: Franklin E. Agnew III; Bill M. Chronic; Paul I. Corddry; K. Danny Fouladpour; Eugene D. Gagliardi, Jr.; Nicholas C. Gagliardi; Ralph M. Gagliardi; Idaho Chemical Industries Profit Sharing Plan; Marc M. Iseri; Elizabeth Jane Parker; D. Grant Peacock; Robert K. Pedersen; St. Clair Professional Association and DBSI Investors.

DBSI, Inc.  
(General Partner)

  
by Douglas L. Swenson, President

Wright-Leasure Investments  
(General Partner)

  
by H. Larry Leasure, a General Partner

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 9<sup>th</sup> day of September, 1982, before me, a Notary Public in and for said State, personally appeared Douglas L. Swenson, known to me to be the President of the above named corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument as a General Partner of Overthrust Associates.

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

Carolyn G. Marsh  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 2<sup>nd</sup> day of September, 1982, before me, a Notary Public in and for said State, personally appeared H. Larry Leasure, known to me to be a General Partner of the above-named Partnership, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument as a General Partner of Overthrust Associates.

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

Sandra Huntington  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO )  
 ) ss.  
County of ADa )

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Carolyn G. Marsh  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO        )  
                              ) ss.  
County of Ada         )

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

Sandra Q. Huntington  
Notary Public for Idaho  
Residence: Boise, Idaho