

CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
GED MANAGEMENT LIMITED PARTNERSHIP

JUN 8 2 23 PM '90  
SECRETARY OF STATE

We, the undersigned, desiring to form a limited partnership pursuant to the Idaho Limited Partnership Act as set forth in Section 53-208 of the State of Idaho, do hereby certify:

1. The name of the limited partnership is GED Management Limited Partnership.

2. The general character of the partnership's business is to manage and operate Morrison-Knudsen Plaza, Boise, Idaho.

3. The name and address of the registered agent for service of process is Grubb & Ellis Company, c/o CT Corporation System, 300 N. 6th Street, Boise, Idaho 83702.

4. The name and business address of the general partner is as follows:

| Name   | Business Address   |
|--|--|
| Grubb & Ellis Company,<br>a Delaware corporation | One Montgomery Street, Suite 3100<br>San Francisco, California 94104 |

The name and business address of the limited partner is as follows:

| Name   | Business Address                        |
|--|---|
| Deerpath Real Estate Holdings, Inc.,<br>a Delaware corporation | 100 Field Drive<br>Lake Forest, IL60045 |

5. The amount of cash and a description and statement of the agreed value of the other property or labor or services contributed by each partner is \$100.00 from the general partner and \$100.00 from the limited partner.

6. The times at which or events on the happening of which any additional contributions to be made by each partner as may from time to time be agreed by all the partners.

7. The limited partner does not have the right to assign or transfer any part of its partnership interest.

8. No partner may terminate its membership in the limited partnership without the consent of the other partner.

9. The net cash flow of the partnership is to be distributed to the partners not less frequently than once every thirty days.

10. No right exists for a partner to receive, or of a general partner to make,

distributions to a partner which includes a return of all or any part of the partner's contribution.

11. The partnership shall dissolve upon the happening of any of the following events:

(i) the expiration of its term on December 31, 2039;

(ii) the incapacity of a general partner, unless the partnership's business is continued pursuant to Section 6.3 or 6.4 of the Agreement of Limited Partnership;

(iii) The sale or other disposition at one time of all or substantially all the assets of the partnership;

(iv) the election by the general partner to dissolve the partnership; or

(v) the happening of any other event causing the dissolution of the partnership under the laws of the State of Idaho.

12. In the event of the incapacity of a general partner, the business of the partnership shall be continued with partnership property if the incapacitated general partner is not then the sole general partner. In the event of the incapacity of a sole general partner, the partnership shall be dissolved or it may be reconstituted as provided hereinafter.

Immediately following the incapacity of a sole general partner said general partner's representative shall give each limited partner notification of such incapacity. The limited partners shall have the right to continue the partnership business by so electing within 90 days after such incapacity, which election shall be evidenced by a writing signed by the limited partners (other than the special limited partner) and deposited at the principal business office of the partnership, to be kept there with the records and books of the partnership. The general partner hereby consents to the continuation of the partnership in the event of its incapacity. No other action or filing shall be required to complete or evidence such election, except as may be required by law. In such event, the partnership shall not be dissolved, but shall continue in accordance with the terms of the Agreement of Limited Partnership with one or more newly elected successor general partners (which may include a limited partner or any partner or affiliate of a limited partner), elected by all of the partners, excluding the special limited partner, within the 90-day period described above, with such participation in the interest of the special limited partner as the special limited partner and the successor general partner(s) may agree upon.

13. This certificate may be executed in counterparts, but shall be of no force and effect unless and until all parties hereto have executed and delivered this certificate, or a counterpart thereof.

In witness whereof, the undersigned have executed this certificate this  
5 day of January, 1990.

GRUBB & ELLIS COMPANY

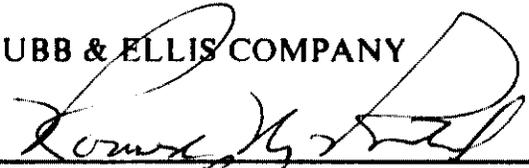
BY \_\_\_\_\_  
Its \_\_\_\_\_  
General Partner

DEERPATH REAL ESTATE HOLDINGS, INC.

BY C. H. Mutton  
Its Managing Director and Vice President  
Limited Partner

In witness whereof, the undersigned have executed this certificate this  
\_\_\_\_\_ day of January, 1990.

GRUBB & ELLIS COMPANY

BY 

Its \_\_\_\_\_

General Partner

DEERPATH REAL ESTATE HOLDINGS, INC.

BY \_\_\_\_\_

Its \_\_\_\_\_

Limited Partner