

AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP
RECORDED IN 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 #8154370) on the 28th day of December 1981, hereby sign and swear to the following:

1. The name of the Partnership shall be Curtis Plaza Associates Limited Partnership. The name was previously Gerhard Medical Building Associates.
2. The principal purpose of this Limited Partnership is to acquire, build, own, maintain and operate the land and medical office improvements described in Exhibit B of the Articles of Limited Partnership.
3. The principal place of business of the Partnership is at 5460 Franklin Road, Suite A, 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 Contributed</u> |
|---|---|-----------------------------|
| DBSI, Inc. (General Partner) | 5460 Franklin Rd., Ste. A Boise, Idaho 83705 | 0 |
| Roy C. Gerhard (General Partner) | 6125 Winstead Place Boise, Idaho 83704 | 0 |
| Wright-Leasure Investments (General Partner) | 101 S. Capitol Blvd. Boise, Idaho 83702 | 0 |
| David L. Palfreyman (Initial Limited Partner) | 5506 Samson Avenue Boise, Idaho 83704 | 0 |

Additional Limited Partners shall be admitted by making payment of which the amount and timing of payment shall be determined at a later date by the General Partners. Limited Partners shall have no liability to creditors of the Partnership beyond their cash contributions. Upon the admission of additional Limited Partners this Certificate of Limited Partnership shall be amended to state such Limited Partner's name, address, and cash contributions.

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 from Net Cash Receipts from operations, if any, shall be made in such amounts and at such times as the General Partners may determine with 88% to the Limited Partners and 12% to the General Partners.
 - b. Distributions from Sale and Financing Proceeds shall be made in such amounts and at such times as the General Partners may determine in the following order of priority:
 - (i) First, 100% to the Limited Partners until the Limited Partners have been distributed cash equal to their Outstanding Capital Contributions.
 - (ii) Second, 88% to the Limited Partners.
 - (iii) Third, the balance of the proceeds to the General Partners.
7. The term of the Partnership is from October 1, 1981 to the close of business on December 31, 2021, 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 two General Partners.

8. 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) 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.

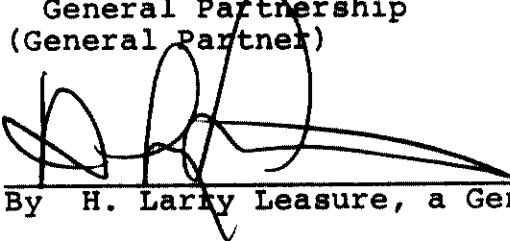
Dated this 9th day of September, 1982,
Boise, Idaho.

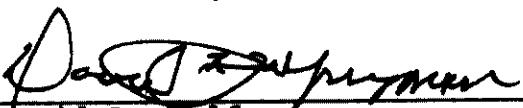
DBSI, Inc., an Idaho Corporation
(General Partner)


By Douglas L. Swenson, President


Roy C. Gerhard
(General Partner)

Wright-Leasure Investments, an Idaho
General Partnership
(General Partner)


By H. Larry Leasure, a General Partner


David L. Palfreyman
(Initial Limited Partner)

STATE OF IDAHO)
)
County of Ada)

On this 9th 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 do, executed the foregoing instrument as a General Partner of Curtis Plaza Associates Limited Partnership.

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

Carlyn B. Marsh
Notary Public for Idaho
Residence: Boise, Idaho

STATE OF IDAHO)
)
County of Ada)

On this 13th day of September, 1982, before me, a Notary Public in and for said State, personally appeared ROY GERHARD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

Carlyn B. Marsh
Notary Public for Idaho
Residence: Boise, Idaho

STATE OF IDAHO)
)
County of Ada)

On this 2nd 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 Curtis Plaza Associates Limited Partnership.

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 A. Huntington
Notary Public for Idaho
Residence: Boise, Idaho

STATE OF IDAHO)
)
County of Ada)

On this 14th day of September, 1982, before me, a Notary Public in and for said State, personally appeared DAVID L. PALFREYMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

Carlton B. Marsh
Notary Public for Idaho
Residence: Boise, Idaho