

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

DBSI/TRI IX LIMITED PARTNERSHIP

DEC 19 1985

We, the undersigned, desiring to completely amend and restate the Amended Certificate of Limited Partnership of DBSI/TRI IX Limited Partnership No. L00803-a filed with the Secretary of State, State of Idaho March 20, 1985 pursuant to the laws of the State of Idaho hereby sign and swear to the following:

1. The name of the Partnership shall be DBSI/TRI IX Limited Partnership.
2. The purpose of the Partnership is to purchase, own and operate one apartment complex in Seward, Alaska.
3. The name and address of the registered agent of the partnership is DBSI Inc., 1070 N. Curtis Road, Suite 270, Boise, Idaho, 83706.
4. The name of one limited partner is being changed as follows: Dr. Donald E. Walker to Dr. Donald E. and Jane K. Walker.
5. The name and place of residence or business of each General and Limited Partner in the Partnership and the 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 to be Contributed</u>
DBSI Inc. (General Partner)	1070 N. Curtis Rd., Suite 270 Boise, Idaho 83706	0
Tomlinson Realty Investment II (General Partner)	P.O. Box 108 Boise, Idaho 83701	0
Bills, Dr. Gary Lynn (Limited Partner)	24 Reed Street Payette, ID 83661	\$47,800
Burkenhagen, Dr. W.K., Jr. (Limited Partner)	P. O. Box 577 Pocatello, ID 83201	\$23,900
Corddry, Paul I. (Limited Partner)	1921 N. 21st St. Boise, ID 83702	\$23,900
Dunn, A. Dale (Limited Partner)	10266 Barnsdale Dr. Boise, ID 83706	\$47,800

Gerhard, Dr. Clyde (Limited Partner)	3100 Terra Dr. Boise, ID 83709	\$23,900
Goodman, Dr. William (Limited Partner)	240 S. 18th St. Pocatello, ID 83201	\$71,700
Kattenhorn, Dr. Jon R. (Limited Partner)	2361 Tablerock Rd. Boise, ID 83712	\$47,800
R. Lloyd Family Trust Rjay Lloyd, Trustee (Limited Partner)	7091 Emerald Boise, ID 83704	\$47,800
McRoberts, Dr. Andrew (Limited Partner)	1448 East Center Pocatello, ID 83201	\$23,900
Overly, Dr. Gerald G. (Limited Partner)	5179 Fifeshire Boise, ID 83704	\$23,900
Price, Keith M. (Limited Partner)	P. O. Box 7808 Boise, ID 83729	\$47,800
Walker, Dr. Donald E. & Jane K. (Limited Partner)	222 N. 2nd St., Ste. 301 Boise, ID 83702	\$23,900
White, Dr. David L. (Limited Partner)	1290 Walnut St.	\$23,900

The above listed limited partners were admitted to the Partnership on the 31st day of January, 1985.

6. The above listed Limited Partners, upon entering the partnership, paid 25.1% of the cash to be contributed. The remaining 74.9% will be paid in cash as follows: 20.1% on February 1, 1986; 18.4% on February 1, 1987; 15.7% on February 1, 1988; 12.1% on February 1, 1989; and 8.6% on February 1, 1990. Limited Partners shall have no liability to creditors of the Partnership beyond their committed cash contributions. There is no agreed upon time by which the contributions of each Limited Partner are to be returned other than that of the Initial Limited Partner as stated above.
7. 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 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 withdraw from or terminate his membership in the Limited Partnership.

8. The rights of Partners to receive distributions from the Partnership are as follows:
- a. Distributions of Cash Flow (as defined in Article IV of the Partnership agreement) shall be made 99% to the Limited Partners, and 1% to the General Partners.
  - b. Distributions of Sale or Refinancing Proceeds shall be in the following order of priority:
    - (1) to the payment of liability of the Partnership then due and owing to persons other than the Partners;
    - (2) to establish such reserves as the General Partners in their sole discretion determine to be reasonably necessary for any contingent or foreseeable liability or obligation of the Partnership; provided, however, that the balance of any such reserve remaining at such time as the General Partners shall reasonably determine shall be distributed in accordance with subparagraphs (3) through (7) below;
    - (3) to the payment to the General Partners of an amount equal to the unpaid balance, including accrued interest, of any Project Notes;
    - (4) to the Limited Partners, an amount equal to their Capital Contributions, reduced (but not below zero) by the amount of all prior

distributions to them under this subparagraph (4);

- (5) to the General Partners, an amount equal to their Capital Contributions, if any, reduced (but not below zero) by the amount of all prior distributions to them under this subparagraph;
- (6) to the General Partners or their Affiliates, any accrued and unpaid fees payable pursuant to the terms of the Partnership agreement; and
- (7) the balance, if any, 70% to the Limited Partners and 30% to the General Partners; provided, however, in the case of sale, if it is not possible to make distributions pursuant to this subsection (7) so that the aggregate distributions to the Limited Partners and the General Partners exactly equal their respective Capital Account balances, then they will receive such distributions in proportion to their Capital Account balances.

9. The term of the Partnership is from November 1, 1984 to continue until December 31, 2035 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.

10. 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.

Dated, executed and sworn to this 27<sup>th</sup> day of December, 1985, Boise, Idaho.

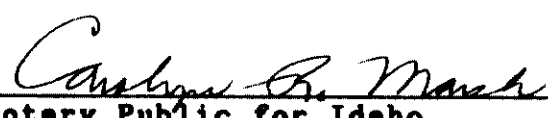
DBSI Inc.  
(General Partner)

  
By: Mark A. Ellison  
Secretary-Treasurer

STATE OF IDAHO       )  
                          ) ss  
County of Ada        )

On this 27<sup>th</sup> day of December, 1985, before me, the undersigned, a Notary Public in and for said State, personally and individually appeared MARK A. ELLISON, known to me to be the Secretary-Treasurer 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 DBSI/TRI IX 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.

  
Notary Public for Idaho  
Residence: Boise  
My Commission Expires: Feb. 1, 1986

Pursuant to the special power of attorney granted to the General Partner in Article XI of the Articles of Limited Partnership of DBSI/TRI IX Limited Partnership, the General Partner DBSI Inc., hereby executes this Certificate for and in behalf of the following Limited Partners: Dr. Gary Lynn Bills, Dr. Walter Kurt Burkenhagen, Jr., Paul I. Corddry, A. Dale Dunn, Dr. Clyde Gerhard, Dr. William Goodman, Dr. Jon R. Kattenhorn, R. Lloyd Family Trust, Dr. Andrew W. McRoberts, Dr. Gerald G. Overly, Keith M. Price, Dr. Donald E. & Jane K. Walker and Dr. David L. White.

DBSI Inc.  
(General Partner)

By: Mark A. Ellison  
Mark A. Ellison  
Secretary-Treasurer

STATE OF IDAHO            )  
                              ) ss.  
County of Ada            )

On this 27<sup>th</sup> day of December, 1985, before me, a Notary public in and for said State, personally appeared MARK A. ELLISON, known to me to be the Secretary-Treasurer 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 DBSI/TRI IX 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.

Carolyn B. Mank  
Notary Public for Idaho  
Residence: Boise, Idaho  
My Commission Expires: Feb. 1, 1988