

FIRST AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

JUN 21 4 50 PM '89
SECRETARY OF STATE

STATE OF IDAHO)
) ss.
County of Ada)

The undersigned, desiring to amend the certificate of limited partnership pursuant to the laws of the State of Idaho, certify that the following is the amended and restated certificate:

1. The name of the partnership is Woodbine Investors Limited Partnership.
2. The partnership is organized for the following objectives and purposes:
 - (a) To be the limited partner in a Minnesota limited partnership known as "Woodbine Apartments Limited Partnership" (the "operating partnership"), which was organized to own, operate and manage an apartment complex generally known as "Woodbine Apartments" having a street address of 3601 Gekeler Lane, Boise, Idaho; and,
 - (b) To incur indebtedness, secured or unsecured, for the purposes of the partnership.
3. The name and address of the registered agent for service of process as required by Idaho Code §53-204 are:

James R. Tomlinson
Key Bank Tower, Suite 501
P. O. Box 108
Boise, Idaho 83701

4. The name and business address of the general partners are:

<u>Name</u>	<u>Address</u>
Tomlinson Realty Investment	Key Bank Tower, Suite 501 P. O. Box 108 Boise, Idaho 83701
Tomlinson Realty Investment III	Key Bank Tower, Suite 501 P. O. Box 108 Boise, Idaho 83701

5. The name and business address of the original limited partner is:

<u>Name</u>	<u>Address</u>
James R. Tomlinson	Key Bank Tower, Suite 501 P. O. Box 108 Boise, Idaho 83701

6. The general partners and the original limited partner have made an initial capital contribution of \$100.

7. No additional capital contributions have been agreed upon to be made by any partner at the present time.

8. (a) The partnership interest of a limited partner, or any portion thereof, may be transferred or assigned only with the prior written consent of the general partners. Such consent may be withheld in the sole discretion of the general partners, and in no event shall be given unless:

(1) The assignment is of the limited partner's whole partnership interest;

(2) The assignment shall comply in all respects with all requirements and shall not contravene any restrictions on assignment of interests in the partnership imposed by the operating partnership agreement or by agreements between the operating partnership and HUD, AIM and Meritor.

(3) The assignee shall satisfy all the conditions specified in paragraph 8(f) below; and

(4) The terms of such assignment shall specify the end of a calendar quarter as the effective date thereof.

(b) An assignee of record shall be entitled to receive distributions of cash or other property from the partnership attributable to the units acquired by reason of such assignment from and after the effective date of the assignment of such units to him; however, anything in the partnership agreement to the contrary notwithstanding, the partnership and the general partners shall be entitled to treat the assignor of such units as the absolute owner thereof in all respects, and shall incur no liability for allocation of net income, net loss, or distribution, or transmittal of reports and notices required to be given to holders hereunder which are made in good faith to such assignor until such time as the as the written instrument of assignment has been received by the partnership and recorded on its books and the effective date of the assignment has passed.

(c) Except with respect to the cancellation of the original limited partner's interest and as provided in this paragraph 8, no assignment of any units by a holder may be made if the units sought to be assigned, when added to the total of all other units assigned within the period of 12 consecutive months prior to the proposed date of assignment would, in the opinion of counsel for the partnership, result in the termination of the partnership under §708 of the Code. However, such assignment may be made, subject to all other requirements set forth in the partnership agreement, if upon the application and at the expense of the holder desiring to assign his units in the partnership, there shall have been granted to the transferring holder and the partnership a private ruling by the Internal Revenue Service that the proposed assignment will not cause such termination.

(d) No assignment, sale, transfer, exchange or other disposition of any units in the partnership may be made except in compliance with the then applicable rules of any other applicable governmental authority.

(e) Any assignment, sale, transfer, exchange or other transfer in contravention of any of the provisions of this paragraph 8 shall be void and ineffectual, and shall not bind or be recognized by the partnership.

(f) No assignee shall have the right to become a substituted limited partner in place of his assignor unless all the following conditions are first satisfied:

(1) A duly executed and acknowledged written instrument of assignment covering all of the assignor's units to be assigned shall have been filed with the partnership which instrument

shall specify the number of units being assigned and set forth the intention of the assignor that the assignee succeed to assignor's interest as a substituted limited partner in his place to the extent of the assigned units;

(2) The assignor and assignee shall have executed and acknowledged such other instruments as the general partners may deem necessary or desirable to effect such substitution, including the written acceptance and adoption by the assignee of the provisions of the partnership agreement and his execution, acknowledgment and delivery to the general partners of a special power of attorney, the form and content of which are described herein;

(3) The written consent of the general partners to such substitution shall have been obtained, the granting or denial of which shall be within the absolute discretion of the general partners;

(4) A transfer fee shall have been paid to the partnership which is sufficient to cover all reasonable expenses connected with such substitution; and

(5) The provisions of this paragraph 8 are complied with.

9. (a) The partnership commenced as of the date the original certificate was filed, and shall continue until December 31, 2020, unless previously terminated in accordance with the provisions of the partnership agreement.

(b) Upon the withdrawal, adjudication of bankruptcy or dissolution of the general partners ("terminated partner"), and if the partnership is not terminated and dissolved as provided in paragraph 10(a)(1), the interest of such terminated partner in the net income, net loss and distributions from the partnership shall be purchased by the partnership for a purchase price determined according to the provisions of paragraph 9(c) following.

(c) The terminated partner shall receive from the partnership the fair market value of its interest in the partnership, determined by agreement between the terminated partner and the partnership, or if they cannot agree, by arbitration in accordance with the then current rules of the American Arbitration Association. For this purpose, the fair market value of the interest of the terminated partner shall be deemed to be the amount the terminated partner would receive upon dissolution and termination of the partnership under paragraph 10(b) assuming such dissolution or termination occurred on the date of the dissolving event specified in paragraph 9(b) and assuming the assets of the partnership were sold for their then fair market value without compulsion of the partnership to sell such assets. Payment shall be made in cash at closing.

(d) Should a new general partner be elected, such new general partner ("acquiring partner") shall purchase from the partnership, within 60 days of his election, the interest which the partnership purchased from the terminated partner. For such interest, the acquiring partner shall pay the amount determined pursuant to paragraph 9(c) to be the fair market value of such interest. Payment shall be made in cash at closing.

(e) The general partners' interest in the partnership shall not be assignable except with the consent of all the holders. Any entity to which the entire interest of the general partners in the partnership are assigned in compliance with this paragraph 9(e) shall be substituted by the general partners by the filing of appropriate amendments to the partnership agreement in its stead as general partners of the partnership.

10. (a) The partnership shall be terminated and dissolved upon the earlier to occur of the following:

(1) The withdrawal (provided there has been 90 days' prior written notice to the limited partner), adjudication of bankruptcy, insolvency dissolution of the general partners, unless (i) the limited partner, within 90 days of the date of such event, elects to continue the business of the partnership, and (ii) the general partner(s) elected in place thereof within 120 days of the date of such event the limited partner elects to continue the business of the partnership. Expenses incurred in the reformation, or attempted reformation, of the partnership shall be deemed expenses of the partnership;

(2) The expiration of the term of the partnership; or

(3) Provided there has been 90 days prior written notice to the limited partner, the written decision, of the general partner to dissolve the partnership.

(b) Upon a dissolution and termination of the partnership, the general partners shall take full account of the partnership assets and liabilities, and shall either liquidate the assets as promptly as is consistent with obtaining the fair value thereof, and shall apply and distribute the proceeds therefrom in the following order or shall distribute in kind said assets:

(1) To the payment of creditors of the partnership; and

(2) To the general partners and holders pursuant to the provisions of the partnership agreement.

11. (a) The net income, net loss, credits and cash distributions of the partnership shall be computed for each calendar quarter and allocated among the partners, holders and assignees of record as of the close of business on the last day of such calendar quarter as follows: 50% shall be allocated to the general partners, and 50% shall be allocated to the limited partners.

(b) The methods set forth above by which distributions and allocations of net income and net loss are made and apportioned are expressly consented to by each partner as an express condition to become a partner.

(c) All distributions are subject to the payment of partnership expenses, and to the maintenance of reasonable reserves for operations.

(d) To the extent that the partnership shall be entitled to any deduction for federal income tax purposes as a result of any interest in net income and net loss granted to the general partners, such deduction shall be allocated for federal income tax purposes to the general partners.

(e) In no event shall the general partners' interests in each material item of partnership income, gain, loss, deduction or credit be less than 1% of each such item at all times during the existence of the partnership. For this purpose, units held by the general partners or their affiliates as a limited partner shall not be taken into account.

12. Except as provided in paragraphs 9, 10 and 11 above, and except that James R. Tomlinson, the original limited partner, will receive his \$100 contribution back once additional limited partners are admitted, no provision has been made for the return of all or part of a partner's contribution.

13. Limited partners have not been given the right to demand and receive property other than cash in return for contributions.

14. (a) By executing the partnership agreement, the limited partners grant to the general partners a special power of attorney irrevocably making, constituting and appointing the general partners as

the attorney-in-fact for each limited partner, with power and authority to act in his name and on his behalf to execute, acknowledge and swear to in the execution, acknowledgment and filing of documents, which shall include, by way of illustration but not of limitation, the following:

- (1) The partnership agreement, any separate certificates of limited partnership, as well as any amendments to the foregoing which, under the laws of the State of Idaho or the laws of any other state, are required to be filed or which the general partners deem to be advisable to file;
 - (2) Any other instrument or document which may be required to be filed by the partnership under the laws of any state or by any governmental agency, or which the general partners deem advisable to file; and
 - (3) Any instrument or document which may be required to effect the continuation of the partnership, the admission of an additional or substituted limited partner, or the dissolution and termination of the partnership (provided such continuation, admission or dissolution and termination are in accordance with the terms of the partnership agreement), or to reflect any reductions in amount of contributions of partners.
 - (4) Any instrument or document which may be required to be executed under the provisions of Article XIV of the operating partnership agreement.
- (b) The special power of attorney being granted by the limited partners:
- (1) Is a special power of attorney coupled with an interest, is irrevocable, shall survive the death or incapacity of the granting limited partner, and is limited to those matters herein set forth;
 - (2) May be exercised by a general partner acting alone for the limited partner by a facsimile signature of a general partner, or by listing the limited partner executing any instrument with a single signature of a general partner; and
 - (3) Shall survive an assignment by the limited partner of all or any portion of his units except that, where the assignee of the units owned by the limited partner has been approved by the general partners for admission to the partnership as a substituted limited partner, the special power of attorney shall survive such assignment for the sole purpose of enabling the general partners to execute, acknowledge and file any instrument or document necessary to effect such substitution.

The partners have executed this First Amended Certificate of Limited Partnership effective July 21, 1989.

Tomlinson Realty Investment, an Idaho general partnership

By: _____

James R. Tomlinson

Tomlinson Realty Investment III, an Idaho general partnership

By: Wallace T. Johnson
Wallace T. Johnson
"General Partner"

James R. Tomlinson
James R. Tomlinson
"Original Limited Partner"

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of July, 1989, before me, the undersigned, a notary public in and for said county and state, personally appeared James R. Tomlinson, known to me to be one of the general partners of Tomlinson Realty Investment, the partnership whose name is subscribed to the within instrument or the person who executed the instrument on behalf of said partnership and acknowledged to me that such partnership executed the same.

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

Shan Miller
Notary Public for Idaho
Residing at Boise
Commission Expires 7/1/91

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of July, 1989, before me, the undersigned, a notary public in and for said county and state, personally appeared Wallace T. Johnson, known to me to be one of the general partners of Tomlinson Realty Investment III, the partnership whose name is subscribed to the within instrument or the person who executed the instrument on behalf of said partnership and acknowledged to me that such partnership executed the same.

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

Shan Miller
Notary Public for Idaho
Residing at Boise
Commission Expires 7/1/91

STATE OF IDAHO)
) ss.
 County of Ada)

On this 21st day of July, 1989, before me, the undersigned, a notary public in and for said county and state, personally appeared James R. Tomlinson, known to me to be the person whose name is subscribed to the within 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 same day and year in this certificate first above written.

Shan Miller

 Notary Public for Idaho
 Residing at Boise
 Commission Expires 7/1/91

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