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FIRST CERTIFICATE OF AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
IDAHOTELS, LTD.

SECRETARY OF  
STATE

We, the undersigned, desire to amend the Certificate of Limited Partnership of Idahotels, Ltd., recorded as instrument number 7843994, as amended by Amended Certificate of Limited Partnership of Idahotels, Ltd., recorded as instrument number 8039785, all in Records of Ada County, Idaho, and do hereby certify:

1. The name of the Partnership is IDAHOTELS, LTD.
2. The purpose of the Partnership shall be to purchase the general partners' interest and such part of the limited partners' interest as may be available in the Royal Inn of Boise Limited Partnership, and to own and operate the Royal Inn Motor Hotel in Boise, Idaho. The Partnership may engage in any transaction or do any act or thing necessary, appropriate or convenient in connection with the foregoing including without limitation, borrowing or investing funds, issuing or purchasing evidences of indebtedness, creating liens, security interests or other encumbrances on any or all of its assets and leasing or subleasing a portion or all of the hotel.
3. The registered agent of the Partnership is Bruce C. Faltin, whose address is 1115 North Curtis Road, Boise, Idaho 83704.
4. The location of the principal place of business of the Partnership shall be at 1115 North Curtis Road, Boise, Idaho, until changed by designation of the general partners.
5. The name, place of residence and percentage of ownership of each member of the Partnership is as follows:

<u>Name</u>	<u>Place of Residence</u>	<u>Percentage</u>
<u>General Partners</u>		
Bruce C. Faltin	2423 Hillway Drive Boise, Idaho 83702	6.667

1. Recorded August 16, 1978
2. Recorded August 22, 1980

Melvin J. Baptie	P. O. Box 2616 Boise, Idaho 83701	6.667
David R. Ross	283 East Spenser Way Farmington, Utah 84025	6.666
Claude Brown, Jr.	10030 Stardust Drive Boise, Idaho 83705	5.000
Keith A. Peterson	10326 Stardust Drive Boise, Idaho 83705	5.000
		<hr/> 30.000

**Limited Partners:**

The names, addresses, contributions and percentages of ownership of the limited partners are set forth in Exhibit "A" attached hereto.

6. The Partnership shall continue until the last to occur of the following:

6.1 The termination or expiration of the lease including any extensions thereof, on the property located at 1115 North Curtis Road, Boise, Idaho, or

6.2 Upon the sale or other discontinuance of the Partnership business.

7. Each of the limited partners has contributed the amount set forth opposite his name in Exhibit "A" attached hereto.

8. The limited partners are not required to contribute any additional capital to the Partnership.

9. The contribution of each limited partner shall be returned upon termination of the Partnership to the extent assets are available for distribution after payment of Partnership debts and liabilities.

9.1 The Articles of Limited Partnership do not provide for a specific time at which the contribution of each limited partner is to be returned.

10. The losses and net profits of the Partnership shall be allocated among the partners as follows:

10.1 All profits shall be divided thirty percent (30%) to general partners and seventy percent (70%) to limited partners.

10.2 All losses of the Partnership, investment credit and depreciation shall be allocated thirty percent (30%) to the general partners and seventy percent (70%) to the limited partners.

11. Cash available for distribution shall be distributed as follows:

11.1 The first \$3,000 of distributable cash shall be distributed to the general partners for the current fiscal year.

11.2 The limited partners shall then receive cash available for distribution in the same ratio as his capital contribution bears to the total capital contribution of the limited partners, until each has received an amount equal to ten percent (10%) of his original capital contribution for the current fiscal year of the Partnership, and then for the deficiency of such annual ten percent (10%) distribution for any prior fiscal year of the Partnership.

11.3 The general partners shall then receive cash available for distribution until they shall have received an amount when added to the \$3,000 or any part thereof distributed to the general partners under paragraph 11.1 hereof, shall be an equivalent of a thirty percent (30%) distribution to the general partners in relation to the distribution to the limited partners under paragraph 11.2, first for the current fiscal year, and then for any deficiency arising from prior fiscal years.

11.4 Any additional cash available for distribution may, in the sole discretion of the general partners, be retained in the Partnership for business use, or may be distributed thirty percent (30%) to the general partners and seventy percent (70%) to the limited partners.

11.5 On liquidation, cash available for distribution shall first be distributed to each limited partner in the same ratio as his capital contribution bears to the total capital contribution of the limited partners, until each limited partner has received an amount equal to any

deficiency in the ten percent (10%) per year distribution for prior fiscal years as described in paragraph 11.1 plus an amount equal to each limited partner's capital contribution, or the balance thereof after giving credit for any earlier distributions made at the discretion of the general partners to apply toward the "return of capital contribution." Thereafter, remaining cash available for distribution shall be distributed thirty percent (30%) to general partners and seventy percent (70%) to limited partners.

12. The interest of a limited partner may not be transferred except with the consent of a majority of general partners. Transfer by will or descent shall not require such consent.

13. Upon the written consent of the general partners and upon terms agreed upon by them in writing, additional limited partners may be admitted to the Partnership at any time; provided that such additional limited partners' share of the losses and net profits of the Partnership shall at such time as such capital contributions exceed \$450,000 be deducted from the total share of the general partners and shall not reduce the aggregate share of the losses and net profits of the Partnership applicable to the limited partners initially executing this Agreement as set forth in paragraph 10.

14. No limited partner has priority over other limited partners as to contributions or as to compensation by way of income.

15. Upon the death, insanity or removal of a general partner, the remaining general partners may continue the business. Upon death, insanity or removal of a sole general partner, the business shall be dissolved.

16. No limited partner has a right to demand or receive property other than cash in return for his contribution.

17. The limited partners are entitled to vote upon the following matters: (a) termination of the Partnership; (b) amendment of the Articles of Limited Partnership; (c) sale of all or substantially all of the Partnership assets. A sixty percent (60%) vote of all of the votes of the limited and general partners is necessary to terminate or amend the

Articles of Limited Partnership or to approve the sale of all or substantially all of the Partnership assets.

18. This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart as of the effective date herein set forth.

19. The effective date of this First Certificate of Amendment to Certificate of Limited Partnership is the 30th day of September, 1981.

IN WITNESS WHEREOF, the undersigned have executed this First Certificate of Amendment to Certificate of Limited Partnership this 30<sup>th</sup> day of June, 1983, to be effective September 30, 1981.

GENERAL PARTNERS:



\_\_\_\_\_  
BRUCE C. FALTIN




\_\_\_\_\_  
MELVIN J. BAPTIE



\_\_\_\_\_  
CLAUDE BROWN, JR.



\_\_\_\_\_  
DAVID R. ROSS



\_\_\_\_\_  
By: ROBERT S. ERICKSON, Attorney  
in Fact of DAVID R. ROSS

LIMITED PARTNERS:

Harold B. Hulme / EF  
HAROLD B. HULME

Clayton Hahn / EF  
CLAYTON HAHN

Marilyn Edwards / EF  
MARILYN EDWARDS

James Turnbull / EF  
JAMES TURNBULL

Leona Turnbull / EF  
LEONA TURNBULL

F. Monroe Coleman / EF  
F. MONROE COLEMAN

Laura Coleman / EF  
LAURA COLEMAN

Olen Nichols / EF  
OLEN NICHOLS

Owen Labrum / EF  
OWEN LABRUM

Billy D. Sharp / EF  
BILLY D. SHARP

Elsie E. Sharp / EF  
ELSIE E. SHARP

Terry J. Weiss /EF  
TERRY J. WEISS

Cheryl Weiss /EF  
CHERYL WEISS

C. F. Falk /EF  
C. F. FALTIN

Meryl Falk /EF  
MERYL FALTIN

Tom Reynolds /EF  
TOM REYNOLDS

Harry Steger /EF  
HARRY STEGER

Suzanne B. Steger /EF  
SUZANNE B. STEGER

LINCOLN TRUST CO.

Lincoln Trust Co. /EF  
By:

Trustee for HAROLD B. HULME

Richard L. Lloyd /EF  
RICHARD L. LLOYD

Edythe R. Lloyd /EF  
EDYTHE R. LLOYD

Verne J. Reynolds /EF  
VERNE J. REYNOLDS

*Agnes D. Reynolds / EF*  
AGNES D. REYNOLDS

*Burrell G. Lirgg / EF*  
BURRELL G. LIRGG

*Willimae J. Lirgg / EF*  
WILLIMAE J. LIRGG

*Dale K. Boyer / EF*  
DALE K. BOYER

*Grace C. Boyer / EF*  
GRACE C. BOYER

*Farrell M. Garvin / EF*  
FARRELL M. GARVIN

*Dixie K. Garvin / EF*  
DIXIE K. GARVIN

*Charles H. Bassett / EF*  
CHARLES H. BASSETT

*J. Lois Bassett / EF*  
J. LOIS BASSETT

*Russel A. Relyea / EF*  
RUSSELL A. RELYEA

*Maureen H. Relyea / EF*  
MAUREEN H. RELYEA

*Ronald Winans / EF*  
RONALD WINANS



ELLA MAE WINANS /EF  
ELLA MAE WINANS

MADISON FURNITURE

Michael J. Madison /EF  
By:

LINCOLN TRUST CO.

Lincoln Trust Co. /EF  
By:  
Trustee for RAY D. BINGHAM

Herman W. Pleus Jr. /EF  
HERMAN W. PLEUS, JR.

Emma Lee Pleus /EF  
EMMA LEE PLEUS

Helen Ann Faltin /EF  
HELEN ANN FALTIN


SMITH INVESTMENT PROPERTIES, INC.

Gordon C. Smith /EF  
By:


Bruce C. Faltin  
By: BRUCE C. FALTIN, Attorney  
in Fact of HAROLD B. HULME; CLAYTON  
HAHN; MARILYN EDWARDS; JAMES  
TURNBULL; LEONA TURNBULL; F. MONROE  
COLEMAN; LAURA COLEMAN; OLEN NICHOLS;

OWEN LABRUM; BILLY D. SHARP; ELSIE E. SHARP, TERRY J. WEISS; CHERYL WEISS; C. F. FALTIN; MERYL FALTIN; TOM REYNOLDS; HARRY STEGER; SUZANNE B. STEGER; LINCOLN TRUST CO., Trustee for HAROLD B. HULME; RICHARD L. LLOYD, EDYTHE R. LLOYD; VERNE J. REYNOLDS; AGNES D. REYNOLDS; BURREL G. LIRGG; WILLIMAE J. LIRGG; DALE K. BOYER; GRACE C. BOYER; FARRELL M. GARVIN; DIXIE K. GARVIN; CHARLES H. BASSETT; J. LOIS BASSETT; RUSSELL A. RELYEA; MAUREEN H. RELYEA; RONALD WINANS; ELLA MAE WINANS; MADISON FURNITURE; LINCOLN TRUST CO., Trustee for RAY D. BINGHAM; HERMAN W. PLEUS, JR.; EMMA LEE PLEUS; HELEN ANN FALTIN; and SMITH INVESTMENT PROPERTIES, INC..

  
MELVIN J. BAPTIE

  
BRUCE C. FALTIN

  
DAVID R. ROSS

  
By: ROBERT S. ERICKSON, Attorney  
in Fact of DAVID R. ROSS

STATE OF IDAHO     )  
                              ) ss.  
COUNTY OF ADA     )

On this 30<sup>th</sup> day of June, 1983, before me, a Notary Public in and for said State, personally appeared BRUCE C. FALTIN, known to me to be the person whose name is subscribed to the foregoing instrument and 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.

*Lawrence M. Pritchard*  
Notary Public in and for said  
County and State  
Residing at Boise, Idaho  
My Commission Expires 5-25-87

STATE OF IDAHO     )  
                              ) ss.  
COUNTY OF ADA     )

On this 30<sup>th</sup> day of June, 1983, before me, a Notary Public in and for said State, personally appeared MELVIN J. BAPTIE, known to me to be the person whose name is subscribed to the within and 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.

*Lawrence M. Pritchard*  
Notary Public in and for said  
County and State  
Residing at Boise, Idaho  
My Commission Expires 5-25-87

STATE OF IDAHO     )  
                              ) ss.  
COUNTY OF ADA     )

On this 30<sup>th</sup> day of June, 1983, before me, a Notary Public in and for said State, personally appeared CLAUDE BROWN, JR., 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.

Kathleen M. Pritchard  
Notary Public in and for said  
County and State  
Residing at Boise, Idaho  
My Commission Expires 5-25-87

STATE OF IDAHO     )  
                              ) ss.  
COUNTY OF ADA     )

On this 30<sup>th</sup> day of June, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT S. ERICKSON, known or identified to me to be the person whose name is subscribed to the foregoing instrument as the Attorney in Fact of DAVID R. ROSS, and acknowledged to me that he subscribed the name of DAVID R. ROSS and his own name as Attorney in Fact of DAVID R. ROSS.

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

Kathleen M. Pritchard  
Notary Public in and for said  
County and State  
Residing at Boise, Idaho  
My Commission Expires 5-25-87

STATE OF IDAHO     )  
                              ) ss.  
COUNTY OF ADA     )

On this \_\_\_\_\_ day of June, 1983, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared BRUCE C. FALTIN, known or identified to me to be the person whose name is subscribed to the foregoing instrument as the Attorney in Fact of HAROLD B. HULME, CLAYTON HAHN, MARILYN EDWARDS, JAMES TURNBULL, LEONA TURNBULL, F. MONROE COLEMAN, LAURA COLEMAN, OLEN NICHOLS, OWEN LABRUM, BILLY D. SHARP, ELSIE E. SHARP, TERRY J. WEISS, CHERYL WEISS, C. F. FALTIN, MERYL FALTIN, TOM REYNOLDS, HARRY STEGER, SUZANNE B. STEGER, LINCOLN TRUST CO., Trustee for HAROLD B. HULME, RICHARD L. LLOYD, EDYTHE R. LLOYD, VERNE J. REYNOLDS, AGNES D. REYNOLDS, BURREL G. LIRGG, WILLIMAE J. LIRGG, DALE K. BOYER, GRACE C. BOYER, FARRELL M. GARVIN, DIXIE K. GARVIN, CHARLES H. BASSETT, J. LOIS BASSETT, RUSSELL A. RELYEA, MAUREEN H. RELYEA, RONALD WINANS, ELLA MAE WINANS, MADISON FURNITURE, LINCOLN TRUST CO., Trustee for RAY D. BINGHAM, HERMAN W. PLEUS, JR., EMMA LEE PLEUS, HELEN ANN FALTIN, and SMITH INVESTMENT PROPERTIES, INC., and acknowledged to me that he subscribed their names thereto and his own name as Attorney in Fact of said persons.

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

Kathleen M. Litchard  
Notary Public in and for said  
County and State  
Residing at Boise, Idaho  
My Commission Expires 5-25-87

# EXHIBIT "A"

(Attached to and forming a  
part of First Certificate of  
Amendment to Certificate of  
Limited Partnership of Idahotels,  
Ltd., dated June 30, 1983.)

Name	Address	Contribution	Percentage Ownership
Verne J. Reynolds Agnes D. Reynolds	2270 West Amity Meridian, ID 83642	\$ 22,500.00	3.500%
Burrel G. Lirgg Willimae J. Lirgg	475 Walnut Meridian, ID 83642	6,625.00	1.031%
Richard L. Lloyd Edythe R. Lloyd	2425 W. Victory Rd. Meridian, ID 83642	6,500.00	1.011%
Lincoln Trust Co., Trustee for Harold B. Hulme	P.O. Box 5831 TA Denver, CO 80217	11,250.00	1.750%
Harry Steger Suzanne B. Steger	2415 Columbus St. Boise, ID 83705	29,983.03	4.664%
Tom Reynolds	4300 Freedom Dr. Meridian, ID 83642	5,625.00	.875%
Charles F. Faltin Meryl Faltin	110 Ridge Road Perry, FL 32347	51,395.39	7.995%
Terry J. Weiss Cheryl S. Weiss	6233 Caribon Ct. Cincinnati, OH 45243	11,250.00	1.750%
Billy D. Sharp Elsie E. Sharp	5770 N. Cloverdale Boise, ID 83704	11,250.00	1.750%
Owen Labrum Evelyn R. Labrum	c/o Robert Echols 348 Park Center Blvd. Boise, ID 83709	22,500.00	3.500%

Exhibit A-1

Lincoln Trust Co., Trustee for Ray D. Bingham	P.O. Box 5831 TA Denver, CO 83217	6,687.00	1.040%
Madison Furniture	1346 S. Orchard Boise, ID 83705	22,500.00	3.500%
Bruce C. Faltin Helen Ann Faltin	2423 Hillway Dr. Boise, ID 83702	34,292.46	5.334%
Ronald Winans Ella Mae Winans	3731 Hillcrest Boise, ID 83705	25,640.69	3.989%
Russell A. Relyea Maureen H. Relyea	241 N. Vine, #103-W Salt Lake City, UT 84103	25,640.69	3.989%
Herman W. Pleus, Jr. Emma Lee Pleus	c/o Carolyn Pleus 3114 Cherry Lane Boise, ID 83705	22,500.00	3.500%
Charles H. Bassett J. Lois Bassett	5036 Wolfe St. Boise, ID 83705	5,625.00	.875%
Smith Investment Properties, Inc.	124 Quail Run Pl. Boise, ID 83709	5,625.00	.875%
Farrell M. Garvin Dixie K. Garvin	10654 Conway Dr. Boise, ID 83705	12,820.35	1.994%
Dale K. Boyer Grace C. Boyer	2519 Hayden Way Boise, ID 83705	6,410.17	.997%
Olen Nichols	4120 Christine Boise, ID 83704	10,995.46	1.710%
F. Monroe Coleman Laura Coleman	3614 Cabarton Ln. Boise, ID 83704	22,957.00	3.571%
James Turnbull Leona Turnbull	1725 S. Hilton Boise, ID 83705	22,500.14	3.500%
Marilyn Edwards	4740 Mount Lake Dr. Pocatello, ID 83201	5,625.00	.875%

Exhibit A-2

Clayton Hahn	Idaho City Stage Idaho City, ID	22,500.00	3.500%
Harold B. Hulme	121 E. Fort St. Boise, ID 83702	1,500.00	.233%
Melvin J. Baptie	P.O. Box 2616 Boise, ID 83701	8,651.47	1.346%
David R. Ross	283 E. Spencer Way Farmington, UT 84025	8,651.47	1.346%
	Totals:	<u>450,008.18</u>	<u>70.00%</u>