

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

CABOOSE ASSOCIATES

STATE OF IDAHO)
) ss.
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 No. 8139619) September 10, 1981, hereby sign and swear to the following:

1. The name of the Partnership shall be Caboose Associates.
2. The purpose of the Partnership is to acquire, own, maintain, and operate the land and motel improvements known as Caboose Motel in Libby, Montana, as described in Exhibit B of the Articles of Limited Partnership.
3. The name and address of the registered agent of the partnership is DBSI Inc., 5460 Franklin Road, Suite A, Boise, Idaho 83705.
4. The name and place of residence or business of each General 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>Address</u>	<u>Contribution</u>
DBSI Motels, Inc. (General Partner)	5460 Franklin Rd., Suite A Boise, Idaho 83705	\$ 0
Browning, Lowell Dean Associates (Limited Partner)	5013 Hillside Avenue Boise, Idaho 83703	10,000
Call, Chester L. (Limited Partner)	3922 Mountain View Dr. Boise, Idaho 83704	7,500
Cook, Robert S. (Limited Partner)	1015 Glen Haven Boise, Idaho 83705	10,000
Chronic, Bill M. (Limited Partner)	2520 North 31st Street Boise, Idaho 83703	10,000
Dayton, Gene (Limited Partner)	8510 Brynwood Boise, Idaho 83704	7,500
DBSI Investors (Limited Partner)	5460 Franklin Rd., Suite A Boise, Idaho 83705	25,000
Dunn, A. Dale (Limited Partner)	10366 Barnsdale Boise, Idaho 83704	10,000
Gasch, Victoria A. (Limited Partner)	2190 South Curtis Rd. Boise, Idaho 83705	7,500
Harris, Karen P. (Limited Partner)	8830 San Marino Drive Boise, Idaho 83704	7,500
Krueger, Robert E. (Limited Partner)	3145 El Rio Drive Meridian, Idaho 83642	10,000

<u>Name</u>	<u>Address</u>	<u>Contribution</u>
Larsen, Paul B. (Limited Partner)	4848 Hillcrest Drive Boise, Idaho 83705	\$10,000
Ludders, Darrell J. (Limited Partner)	125 Quail Run Place Boise, Idaho 83709	10,000
Magleby, Dan N. (Limited Partner)	3905 Mountain View Dr. Boise, Idaho 83709	7,500
McGlothlin, Lynn C. (Limited Partner)	3822 Gemini Circle Boise, Idaho 83704	10,000
Oakley, Leda (Limited Partner)	3100 Crescent Rim Dr.-Apt. 102 Boise, Idaho 83702	10,000
Parker, Jane Benson (Limited Partner)	1931 Sunrise Way Pocatello, Idaho 83201	10,000
Randolph, W. O. (Limited Partner)	6810 Randolph Drive Boise, Idaho 83709	10,000
Slimp, David (Limited Partner)	2280 Kingsgate Dr. Twin Falls, Idaho 83301	7,500
Thompson, Victor M. (Limited Partner)	3200 Agate Court Boise, Idaho 83705	10,000

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 distribution from the Partnership are as follows:

a. Distributions of Net Cash Receipts from Operations.

- (1) 100% to the Limited Partners (until they have received an amount equal to 12% of their Capital Contributions); then
- (2) 80% to the Limited Partners and 20% to the General Partners.

b. Distribution of Proceeds Upon Sale, Exchange, Liquidation, or Other Disposition or Refinancing of the Project (after establishing appropriate reserves).

- (1) 100% to the Limited Partners (until they have received an amount equal to their original Capital Contributions less any prior yearly accumulative distributions in excess of 12% of their Capital Contributions); then

(2) 80% to the Limited Partners and 20% to the General Partner.

7. The term of the Partnership is from June 8, 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.

8. The withdrawal of the General Partner shall not cause dissolution of the Partnership if the Limited Partners 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, executed and sworn to this 30TH day of December, 1982, Boise, Idaho.

DBSI Motels, Inc.
(General Partner)


by Douglas L. Swenson, President

Pursuant to the special power of attorney granted to the General Partner in Article XVIII of the Articles of Limited Partnership of Caboose Associates, the General Partner hereby executes this Certificate for and in behalf of the following Limited Partners: Lowell Dean Browning, Chester L. Call, Robert S. Cook, Bill M. Chronic, Gene Dayton, DBSI Investors, A. Dale Dunn, Victoria A. Gasch, Karen P. Harris, Robert E. Krueger, Paul B. Larsen, Darrell J. Ludders, Dan N. Magleby, Lynn C. McGlothin, Leda Oakley, Jane Benson Parker, W. O. Randolph, David Slimp and Victor M. Thompson.

DBSI Motels, Inc.
(General Partner)


by Douglas L. Swenson, President

STATE OF IDAHO)
)
County of Ada)

On this 30th day of December, 1982, before me, the undersigned, a Notary Public in and for said State, personally and individually 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 to do, executed the foregoing instrument as a General Partner of Caboose Associates.

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

Carlyne B. Marsh
Notary Public for Idaho
Residence:

STATE OF IDAHO)
)
County of Ada)

On this 30th day of December, 1982, before me, the undersigned, a Notary Public in and for said State, personally and individually 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 to do, executed the foregoing instrument as a General Partner of Caboose Associates.

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

Carlyne B. Marsh
Notary Public for Idaho
Residence: