

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

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DLI BUCKBOARD ASSOCIATES

SECRETARY OF
STATE

STATE OF IDAHO)
) ss
County of Ada)

We, the undersigned, desiring to completely amend and restate the Certificate of Limited Partnership of DLI Buckboard Associates No. 8008957 filed with the Ada County Recorder's office, State of Idaho, February 21, 1980 and the Amendment to Certificate of Limited Partnership for DLI Buckboard Associates No. 8022280 filed with the Ada County Recorder's office on May 8, 1980 hereby sign and swear to the following:

1. The name of the Partnership shall be DLI Buckboard Associates.
2. The purpose of the Partnership is to own and operate a motel at 1006 Haynes Avenue in Miles City, Montana. The name of the motel is Buckboard Inn.
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 total amount of cash contributions paid have been returned to each limited partner.
5. The name of the General Partner DBSI Motels, Inc. has been changed to DBSI Inc., and the DBSI Inc. Limited Partners interests have been converted to General Partner Interests.
6. 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>Address</u>	<u>Contribution</u>
Motel Management, Inc. (General Partner)	P. O. Box 8446 Boise, ID 83707	0
DBSI Inc. (General Partner)	1070 N. Curtis Rd., Ste. 270 Boise, ID 83706	0
Charles E. Babbitt Trust (Limited Partner)	6054 Winstead Place Boise, Idaho 83704	0
V. Dale Babbitt (Limited Partner)	6054 Winstead Place Boise, ID 83704	0

Barbara L. Bostedt (Limited Partner)	P.O. Box 730 Bigfork, MT 59911	0
John L. Bostedt (Limited Partner)	P.O. Box 730 Bigfork, MT 59911	0
Chester L. Call (Limited Partner)	3922 Mountain View Drive Boise, ID 83704	0
Patricia Christensen (Limited Partner)	1107 Pueblo Boise, ID 83702	0
Rachel Cutler (Limited Partner)	525 Wickham Fen Way Boise, ID 83709	0
Lincoln Trust Co.- TEE Dayton (Limited Partner)	P. O. Box 5831 TA Denver, CO 80217	0
K. Danny Fouladpour (Limited Partner)	5338 Cobble Creek Road, #30D Salt Lake City, UT 84117	0
Lincoln Trust Co. - TEE Garner (Limited Partner)	P. O. Box 5831 TA Denver, CO 80217	0
George V. Hjort and Carolyn Hjort (Limited Partner)	200 N. 3rd #601 Boise, ID 83702	0
Kent O. Kelly (Limited Partner)	389 S. Elm., Apt. 123 Boise, ID 83712	0
Larry Kissler (Limited Partner)	6639 Hollilynn Road Boise, ID 83709	0
Gregory G. Kreizenbeck (Limited Partner)	1540 Beach St. San Francisco, CA 94123	0
Thomas J. Wilford (Limited Partner)	200 E. Braemere Boise, ID 83702	0
Paul B. Larsen & Assoc., Inc. (Limited Partner)	P. O. Box 8446 Boise, ID 83707	0
Dan N. Magleby (Limited Partner)	3905 Mountain View Drive Boise, ID 83704	0
William K. Mueller (Limited Partner)	2451 Edgehill Road Toledo, OH 43615	0

S. Pottle & C. Christensen (Limited Partner)	7430 20th Ave. S.E. Lacey, WA 988503	0
Estate of H. Vernon Redford (Limited Partner)	351 South 400 East #1 St. George, UT 94770	0
Robert S. Richards (Limited Partner)	309 E. Highland View Drive Boise, ID 83702	0
Barbara Ann Roberts (Limited Partner)	398 Old Quarry Way Boise, ID 83709	0
Raymond L. Sales (Limited Partner)	6622 Holiday Drive Boise, ID 83709	0
James T. Scanlan (Limited Partner)	6102 Winstead Place Boise, ID 83704	0
Anthony Chris Snow (Limited Partner)	1017 East 6th Ave. Circle Broomfield, CO 80020	0
David W. Tilney (Limited Partner)	3024 E. Springlake Circle Colorado Springs, CO 80906	0
Victor M. Thompson (Limited Partner)	3200 Agate Court Boise, ID 83705	0
Anne I. Clemons Family Income Trust (Limited Partner)	1210 N. 24th St. Boise, ID 83702	0
Terry D. Palfreyman (Limited Partner)	TRIAD 9H Logan, UT 84321	0

All of the above listed limited partners are entitled to all of the rights and obligated to all of the duties and liabilities of each and every provision contained in that certain Agreement of Limited Partnership of DLI Buckboard Associates entered into on the 19th day of February, 1980. All capital originally contributed by the above limited partners was returned to the limited partners no later than March 4, 1983.

6. The term of the Partnership is from February 19, 1980, to the close of business on December 31, 2020, or until terminated earlier by:
 - a. Bankruptcy, dissolution or withdrawal of the last remaining General Partner;
 - b. The sale of all the assets of the Partnership; or

c. The agreement in writing by Limited Partners holding a majority of all the then outstanding interests to dissolve the Partnership.

7. 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.

8. Each Limited Partner shall receive cash distributions from the annual "net cash receipts" after the General Partners receive the first \$7,500 for management and accounting services. Thereafter, the Limited Partners shall receive the "net cash receipts" up to 12% on any capital not previously returned to the Limited Partners. After receiving the 12% on the Capital Contribution, the Limited Partners will receive 70% and the General Partner 30% of the "net cash receipts".

Any profits from the sale or refinancing of the partnership property shall be allocated 70% to the Limited Partners and 30% to the General Partners except that the Limited Partners shall receive all such distributions until they have received in annual cash distributions or distributions from sale or refinancing the amount of their capital contribution.

9. As a condition to the admission of any additional or Substituted Limited Partner, the person or entity so to be admitted 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 admission, and to confirm that the person or entity to be admitted as such Additional or 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. Generally, no Limited Partner may sell, assign, or transfer, in whole or in part, his Interest in the Partnership without offering said Interest first to the other Limited Partners and if they do not desire to purchase the Interest to the General Partners. However, a sale, assignment, or transfer may be made to another Limited Partner, certain blood relatives or trusts for their benefit or certain charitable organizations without offer to the other Limited or General Partners.
10. There is absolutely no right of one or more of the Limited Partners to a priority over other Limited Partners, as to contributions or as to compensation by way of income or losses.
11. 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.
12. The Limited Partners of the Partnership are entitled to receive only cash distributions from the Partnership.

Dated this 24th day of December, 1986, Boise, Idaho.

DBSI, Inc.
(General Partner)

By: Mark A. Ellison,
Secretary-Treasurer

STATE OF IDAHO)
) ss
County of Ada)

On this 24th day of December, 1986, 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 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 DLI Buckboard 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.

Ethan Johnson
Notary Public for Idaho
Residence:
My Commission Expires: 5-5-92

Pursuant to the special power of attorney granted to the General Partners in Article XVIII of Articles of Limited Partnership of DLI Buckboard Associates, the General Partner DBSI Inc., hereby executes this Certificate for and in behalf of the following Limited Partners: Charles E. Babbitt Trust, V. Dale Babbitt, Barbara L. Bostedt, John L. Bostedt, Chester L. Call, Patricia E. Christensen, Rachel Cutler, Lincoln Trust Co. - TEE Dayton, DBSI Inc., K. Danny Fouladpour, Lincoln Trust Co. - TEE Garner, George V. Hjort and Carolyn Hjort, Kent O. Kelly, Larry Kissler, Gregory G. Kreizenbeck, Thomas J. Wilford, Paul B. Larsen & Associates, Inc., Dan N. Magleby, William K. Mueller, S. Pottle & C. Christensen, Estate of H. Vernon Redford, Robert S. Richards, Barbara Ann Roberts, Raymond L. Sales, James T. Scanlan, Anthony Chris Snow, David W. Tilney, Victor M. Thompson, Anne I. Clemons Family Income Trust, and Terry D. Palfreyman.

DBSI Inc.

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

STATE OF IDAHO)
) ss
County of Ada)

On this 24th day of December, 1986, 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 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 DLI Buckboard 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.

Eileen Ferguson
Notary Public for Idaho
Residence:
My Commission Expires: 5-5-92