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AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP  
FOR GRAND MESA ASSOCIATES LIMITED PARTNERSHIP

This Amended and Restated Certificate of Limited Partnership is prepared pursuant to the Idaho Limited Partnership Act and to reflect the Amended and Restated Partnership Agreement.

NOTICE

This information contained in this Certificate is that which is required by statute. Persons intending to rely upon the information contained in this Certificate are advised that certain terms of the Certificate may be conditioned or modifiable under the terms of the Restated Limited Partnership Agreement. To the extent that those conditions or modifications apply, liability of the partnership or any of the partners may only be predicated upon the terms of the Limited Partnership Agreement which may be obtained by qualified persons at the office of the Partnership.

1. Name.

The name of the Partnership is GRAND MESA ASSOCIATES, Limited Partnership.

2. The Date of Filing the Certificate was August 16, 1982.

3. Character.

The character of the business of the Partnership is to acquire, develop, own, operate, maintain and lease for investment purposes certain real property and improvements located in Mesa County, Fruita, Colorado.

4. Place of Business.

The location of the principal place of business of the Partnership will be located at P.O. Box 360, Sun Valley, Idaho, 83353, or such other place as the General Partner determines in the future. Registered Agent: Blair Reiley, 191 River Street, Ketchum, Idaho, 83340.

5. Names, Residences, Contributions of Partners and Partnership Interests.

The name and address of the General Partners are as follows:

BLAIR REILEY	P.O. Box 360	\$50.00	2.50%
DAVID CORDES	Sun Valley, ID 83353	\$50.00	2.50%
DTH CORPORATION,	1070 N. Curtis Rd.		
an Idaho corpora-	Boise, ID 83704	\$ -0-	.01%
tion			

The name, address, contribution and interest of the Substituted Limited Partner is as follows:

DBSI/TRI LIMITED PARTNERSHIP,			
an Idaho limited partnership		\$50,800.00	94.99%

6. Term.

The Partnership will commence when this Certificate is recorded and will continue until December 31, 2035, or until it is otherwise terminated by law or the Partnership Agreement.

7. Additional Contributions.

Except as stated above, no additional contributions are required from the Limited Partners.

8. Return of Contribution.

No time is agreed on when the contribution of any Limited Partner is to be returned.

9. Restriction on Transfer.

No Limited Partner may sell, transfer or assign in whole or in part his interest if such sale, transfer or assignment would cause the termination of the Partnership for Federal Income Tax purposes.

10. Substitute Contributor.

No assignee of a Limited Partner's interest in the Partnership may become a Substitute Limited Partner in place of his assignor unless all of the following conditions have been satisfied:

- (a) Consent of the General Partners shall have been given which consent may be evidenced by the execution by the General Partners of a certificate

evidencing the admission of such person as a Limited Partner.

- (b) The assignee shall have accepted and agreed to be bound by the terms and provisions of the Limited Partnership Agreement and such other documents or instruments as the general partners may require in order to effect the admission of such person as a Limited Partner.
- (c) A certificate evidencing the admission of such person as a Limited Partner shall have been filed for recording.
- (d) If the assignee is a corporation, the assignee shall have provided the General Partners with evidence satisfactory to them of its authority to become a Limited Partner under the terms and conditions of this Agreement.
- (e) The assignee shall have paid all reasonable legal fees of the Partnership and the General Partners and filing and publication costs in connection with its substitution as a Limited Partner.

No consent of any other Limited Partner is required to effect the substitution of a Limited Partner.

Except as set forth herein, there are no other times or events upon which an individual Limited Partner may withdraw from or terminate his membership in the Limited Partnership.

#### 11. Distributions from Partnership.

The rights of Partners to receive distributions from the Partnership are only as follows:

- (a) All profits and losses other than those arising from a sale or refinancing shall be allocated 98% to Limited Partners and 2% to the General Partners.
- (b) Distributions and application of cash flow and sale or refinancing proceeds shall be made to the Partners at such time and in such amounts as the General Partners, in their sole discretion, shall determine consistent with the Limited Partnership Agreement.

- (1) Cash flow after provision for reserve shall be distributed in the following order of priority:
  - (a) First, the sum of \$2,000.00 shall be distributed to the Limited Partners on an annual (fiscal year) non-accumulative basis.
  - (b) After payment of the Partnership administration fee, all cash flow shall be distributed 98% to the Limited Partners, 2% to the General Partners.
- (2) Sale or refinancing proceeds shall be distributed in the following order:
  - (a) To the payment of liabilities of the Partnership then due and owing to persons other than Partners.
  - (b) To establish reserves and such other 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.
  - (c) To the Limited Partners, an amount equal to the proportional Limited Partner contribution reduced (but not below zero) by the amount of all prior distributions to them.
  - (d) To the General Partners or their affiliates any accrued and unpaid fees payable pursuant to the terms of the Limited Partnership Agreement.
  - (e) To the Partners of an amount equal to the unpaid balance of any notes including accrued interest.
  - (f) To the payment of an amount equal to the unpaid balance of any project notes.
  - (g) The balance, if any, 70% to Limited Partners, 30% to General Partners.

12. Dissolution.

The happening of any one of the following events shall work immediate dissolution of the Partnership.


- (a) The bankruptcy, dissolution or withdrawal of the last 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.
- (c) The agreement in writing to dissolve the Partnership by Limited Partners holding a majority of all the then outstanding interests.
- (d) The termination of the term of the Partnership.
- (e) Any other event causing the dissolution of the Partnership under the laws of the State of Idaho.

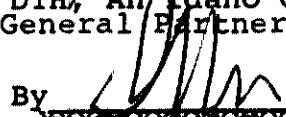
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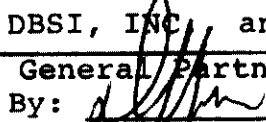
Under the terms and conditions as set forth in the Limited Partnership Agreement the remaining General Partners shall be entitled to continue the business upon the occurrence of an event of withdrawal of a General Partner.

DATED, EXECUTED AND SWORN TO This 30<sup>th</sup> day of December, 1983.

  
BLAIR REILEY, General Partner

  
DAVID CORDES, General Partner  
CORPORATION  
DTH, An Idaho Corporation,  
General Partner

By   
~~DOUGLAS L. SWENSON~~  
DOUGLAS L. SWENSON, President  
DBSI/TRI, Limited Partnership,  
Limited Partner

By DBSI, INC, an Idaho corporation,  
A General Partner  
By:   
DOUGLAS L. SWENSON, President

STATE OF IDAHO       )  
                              ) ss.  
County of Blaine    )

On this 30<sup>th</sup> day of December, 1983,  
before me, a Notary Public in and for said State, personally  
appeared, BLAIR REILEY, known to me to be the person whose  
name is subscribed to the foregoing instrument as General  
Partner and acknowledged to me that he executed the same as  
such.

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

Residing at Harley Lane  
Commission expires: 5-1-84

STATE OF IDAHO       )  
                              ) ss.  
County of Blaine    )

On this 30<sup>th</sup> day of December, 1983,  
before me, a Notary Public in and for said State, personally  
appeared, DAVID CORDES, known to me to be the person whose  
name is subscribed to the foregoing instrument as General  
Partner and acknowledged to me that he executed the same as  
such.

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

Residing at Harley Lane  
Commission expires: 5-1-84

STATE OF IDAHO                    )  
                                      ) ss.  
County of Ada                    )

On this 30<sup>th</sup> day of December, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared DOUGLAS L. SWENSON, known or identified to me to be the person whose name is subscribed to the foregoing and within instrument as the President of DTH CORPORATION, the within named Idaho corporation, and acknowledged to me that he executed the within instrument in the name of and on behalf of said corporation.

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

Doris V. Wagoner  
Notary Public for Idaho  
Residing at: Nampa, Idaho  
My commission expires: Lifetime

STATE OF IDAHO                    )  
                                      ) ss.  
County of Ada                    )

On this 30<sup>th</sup> day of December, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared DOUGLAS L. SWENSON, known or identified to me to be the President of DBSI, INC., an Idaho corporation, which corporation is known to me to be a General Partner in the Idaho limited partnership of DBSI/TRI LIMITED PARTNERSHIP, and acknowledged to me that he executed the within and foregoing instrument for and on behalf of said Corporation and in said Corporation's name which said corporation executed the within and foregoing instrument for and on behalf of said partnership and in said partnership's name.

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

Doris V. Wagoner  
Notary Public for Idaho  
Residing at: Nampa, Idaho  
My commission expires: Lifetime

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OF GRAND MESA ASSOCIATES LIMITED PARTNERSHIP