

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

DBSI/TRI VI LIMITED PARTNERSHIP

34 NOV 2 PM 1 50

We, the undersigned, desiring to completely amend and restate the Certificate of Limited Partnership of DBSI/TRI VI Limited Partnership No. L00743 filed with the Secretary of State July 25, 1984 pursuant to the laws of the State of Idaho hereby sign and swear to the following:

1. The name of the Partnership shall be DBSI/TRI VI Limited Partnership.
2. The purpose of the Partnership is to acquire, hold, sell, dispose of and otherwise deal with three apartment complexes: two in Albany, Oregon (151 units); and one in Junction City, Oregon (44 units).
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. One limited partner is being removed from the limited partnership. The name, place of business and amount of cash contributed which is to be returned to the withdrawing limited partner is as follows: David L. Palfreyman, 1070 North Curtis Road, Suite 270, Boise, ID 83706, \$100 capital contribution to be returned.
5. 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>Place of Residence or Business</u>	<u>Cash to be Contributed</u>
DBSI Inc. (General Partner)	1070 N. Curtis Rd., Ste. 270 Boise, Idaho 83706	0
Tomlinson Realty Investment (General Partner)	P.O. Box 108 Boise, Idaho 83701	0
Clifford Joe Anderson (Limited Partner)	4318 SW Chesapeake Ave. Portland, OR 97201	\$ 59,333.33
Richard A. Blott (Limited Partner)	P. O. Box 35090 Louisville, KY 40232	\$ 59,333.33
William C. Burns (Limited Partner)	6156 Wingtead Place Boise, ID 83704	\$ 29,666.67

Richard Calkins (Limited Partner)	85 Rancho Vista Dr., Apt. 6 Oroville, CA 95965	\$ 29,666.67
David M. Cook (Limited Partner)	3019 NW Lisa Place Corvallis, OR 97330	\$ 29,666.67
James Crowder (Limited Partner)	17399 S.W. Canal Circle Lake Oswego, OR 97034	\$ 59,333.33
Jim L. Davenport (Limited Partner)	P. O. Box 28 Galway, N.Y. 12074	\$ 29,666.67
Stephen S. Dunn (Limited Partner)	301 Los Altos Pocatello, ID 83201	\$ 29,666.67
Ardean Ediger (Limited Partner)	999 N. Curtis Rd., Ste. 310 Boise, ID 83706	\$ 59,333.33
Ralph A. Enokian (Limited Partner)	111 Wilkins Ave. Albany, N.Y. 12205	\$ 29,666.67
Diane M. & James Foote (Limited Partner)	5768 Marcliffe Boise, ID 83704	\$ 29,666.67
Gerald H. Hisert (Limited Partner)	12 Grandview Terrace Cobleskill, N.Y. 12043	\$ 29,666.67
Grant R. Ipsen (Limited Partner)	3304 Cassia Boise, ID 83705	\$ 29,666.67
H. F. Kappler (Limited Partner)	2233 W. Laurie Rd. Roseville, MN 55113	\$ 59,333.33
Robert D. Keith (Limited Partner)	62 Esther St. Crystal Lake, IL 60014	\$ 29,666.67
Beverly J. Keyes (Limited Partner)	402 Kathleen Drive Endwell, N.Y. 13760	\$ 59,333.33
Peter A. Langhus (Limited Partner)	2003 N. Beach Boise, ID 83706	\$ 29,666.67
Richard L. Latterell (Limited Partner)	780 W. 220th Jordan, MN 55352	\$ 29,666.67
Harry R. Lello (Limited Partner)	5842 Flossmoor Rockford, IL 61107	\$118,666.66
Donald B. Long (Limited Partner)	1713 Grelle Lewiston, ID 83501	\$ 59,333.33
Leo T. McAllister (Limited Partner)	10 Prospect St. Cobleskill, N.Y. 12043	\$ 29,666.67

Robert McCann (Limited Partner)	1050 W. Mountain View Rd., #6 Phoenix, AZ 85021	\$ 29,666.67
Keith E. Miller (Limited Partner)	7204 Corregidor Rd. Vancouver, WA 98664	\$ 29,666.67
Robert B. Montgomery (Limited Partner)	3409 Crescent Rim Dr. Boise, ID 83706	\$ 59,333.33
Gary K. Morita (Limited Partner)	30 Aulike Street Kailua, HI 96734	\$ 59,333.33
Robert H. Morrell (Limited Partner)	999 N. Curtis Rd., Ste. 302 Boise, ID 83706	\$ 59,333.33
William K. Mueller (Limited Partner)	2451 Edgehill Road Toledo, OH 43615	\$ 29,666.67
Edward J. Mulick (Limited Partner)	4001 Delmonte Drive Boise, ID 83704	\$ 29,666.67
Lou Nilsen (Limited Partner)	Box 72 Enumclaw, WA 98022	\$ 29,666.67
Kenneth W. Olcott (Limited Partner)	Box 34 Meyers Rd., Cobleskill, N.Y. 12043	\$ 29,666.67
S. C. Petersen (Limited Partner)	6410 W. 154th Prior Lake, MN 55372	\$ 29,666.67
Marshall F. Priest, III (Limited Partner)	3114 Edson Terrace Boise, ID 83705	\$ 29,666.67
Donald G. Rau (Limited Partner)	3410 Ginger Lane Nampa, ID 83651	\$ 59,333.33
Robert S. Richards (Limited Partner)	309 E. Highland View Drive Boise, ID 83702	\$ 29,666.67
James H. Rick (Limited Partner)	215 Argonne Long Beach, CA 90803	\$ 29,666.67
David J. Romeo (Limited Partner)	10653 Muskrat Lane Fountain Hills, AZ 85268	\$ 59,333.33
Katharine M. Sawyer (Limited Partner)	266 Spyglass Dr. Eugene, OR 97401	\$ 59,333.33
Robert L. Scharnhorst (Limited Partner)	P. O. Box 1716 Twin Falls, ID 83303	\$ 59,333.33
Edward Schubert (Limited Partner)	3032 East Lake Rd. Livonia, N.Y. 14487	\$ 29,666.67

Anthony Chris Snow (Limited Partner)	1017 East 6th Ave. Circle Broomfield, CO 80020	\$ 29,666.67
Wayne L. Thiessen (Limited Partner)	6138 Winstead Place Boise, ID 83704	\$ 29,666.67
Ray M. Thorpe (Limited Partner)	1922 N. 22nd Street Boise, ID 83702	\$ 29,666.67
Thomas D. Tilden (Limited Partner)	1070 N. Curtis Rd., Ste. 150 Boise, ID 83706	\$ 29,666.67

The above limited partners were admitted to the partnership on the 31st day of August, 1984.

6. The above listed Limited Partners, upon entering the partnership, paid 11.8% of the cash to be contributed. The remaining 88.2% will be paid in cash as follows: 23.6% on May 1, 1985; 22% on May 1, 1986; 18.8% on May 1, 1987; 15.8% on May 1, 1988; and 8% on May 1, 1989. Limited Partners shall have no liability to creditors of the Partnership beyond their committed cash contributions. There is no agreed upon time by which the contributions of each Limited Partner are to be returned other than that of the Initial Limited Partner as stated above.
7. No limited partner may sell, assign, or transfer, in whole or in part, his Interest in the Partnership, except as otherwise provided in the Partnership Agreement, without obtaining the consent of the General Partners. Additionally, no consent will be given if such a sale or transfer would cause a termination of the Partnership for tax purposes or would be in violation of any Federal or state securities laws. 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 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 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 receive 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 withdraw from or terminate his membership in the Limited Partnership.

8. The rights of partners to receive distributions from the Partnership are as follows:

a. Distributions of Cash Flow (as defined in Article II of the Partnership agreement) shall be made 99% to the Limited Partners, and 1% to the General Partners.

b. Distributions of Sale or Refinancing Proceeds shall be in the following order of priority:

- (1) To the payment of liability of the Partnership then due and owing to persons other than the Partners;
- (2) To establish such 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; provided, however, that the balance of any such reserve remaining at such time as the General Partners shall reasonably determine shall be distributed in accordance with subparagraphs (3) through (7) below;
- (3) To the payment to the General Partners of an amount equal to the unpaid balance, including accrued interest, of any Project Notes;
- (4) To the Limited Partners, an amount equal to their Capital Contributions, reduced (but not below zero) by the amount of all prior distributions to them under this subparagraph (4);
- (5) To the General Partners, an amount equal to their Capital Contributions, if any, reduced (but not below zero) by the amount of all prior distributions to them under this subparagraph;
- (6) To the General Partners or their Affiliates, any accrued and unpaid fees payable pursuant to the terms of the Partnership agreement; and
- (7) The balance, if any, 70% to the Limited Partners and 30% to the General Partners; provided, however, in the case of sale, if it

is not possible to make distributions pursuant to this subsection (7) so that the aggregate distributions to the Limited Partners and the General Partners exactly equal their respective Capital Account balances, then they will receive such distributions in proportion to their Capital Account balances.

9. The term of the Partnership is from July 1, 1984 to continue until December 31, 2035 unless sooner dissolved and affairs wound up earlier by:
 - a. Bankruptcy, dissolution, removal or withdrawal of the last remaining 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 or;
 - c. Vote of Limited Partners holding a majority of the then outstanding interests to dissolve the Partnership.

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) elects 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.

10. The provisions herein may, in some cases, be summarized and reference is hereby made to the items of the Partnership Agreement, and amendments thereto which shall control the rights, obligations and duties of the Partners.

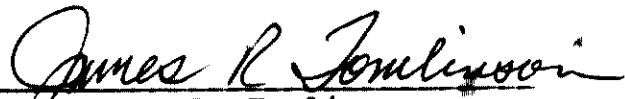
Dated, executed and sworn to this 2nd day of November,
1984, Boise, Idaho.

DBSI Inc.
(General Partner)



By: Douglas L. Swenson
President

Tomlinson Realty Investment
(General Partner)



By: James R. Tomlinson

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of November, 1984, before me, a Notary Public in and for said State, personally appeared Douglas L. Imenson, known to me to be the President of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

Carolyn B. March
Notary Public for Idaho
Residence: Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

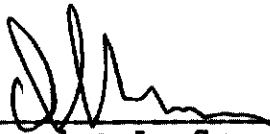
On this 2nd day of November, 1984, before me, a Notary Public in and for said State, personally appeared James R. Tomlinson, known to me to be a General Partner of Tomlinson Realty Investment, an Idaho general partnership, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument in said partnership 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.

Carolyn B. March
Notary Public for Idaho
Residence: Boise, Idaho

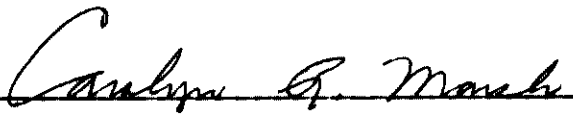
Pursuant to the special power of attorney granted to the General Partners of Article XVIII of the Articles of Limited Partnership of DBSI/TRI VI Limited Partnership, the General Partner DBSI Inc., hereby executes this Certificate for and in behalf of the Withdrawing Initial Limited Partner, David L. Palfreyman.

DBSI Inc.
(General Partner)


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of November, 1984, before me, a Notary Public in and for said State, personally appeared Douglas L. Swenson, known to me to be the President of the corporation that executed the within instrument on behalf of the above listed withdrawing initial limited partner, David L. Palfreyman, and acknowledged to me that such corporation executed the same.


Notary Public for Idaho
Residence: Boise, Idaho

Pursuant to the special power of attorney granted to the General Partners in Article XVIII of the Articles of Limited Partnership of DBSI/TRI VI Limited Partnership, the General Partner DBSI Inc., hereby executes this Certificate for and in behalf of the following Limited Partners: Clifford Joe Anderson, Richard A. Blott, William C. Burns, Richard Calkins, David M. Cook, James Crowder, Jim L. Davenport, Stephen S. Dunn, Ardean Ediger, Ralph A. Enokian, Diane M. and James Foote, Gerald H. Hisert, Grant R. Ipsen, H. F. Kappler, Robert D. Keith, Beverly J. Keyes, Peter A. Langhus, Richard L. Latterell, Harry R. Lello, Donald B. Long, Leo T. McAllister, Robert McCann, Keith E. Miller, Robert B. Montgomery, Gary K. Morita, Robert H. Morrell, William K. Mueller, Edward J. Mulick, Lou Nilsen, Kenneth W. Olcott, S. C. Petersen, Marshall Franklin Priest, III, Donald G. Rau, Robert S. Richards, James H. Rick, David J. Romeo, Katharine M. Sawyer, Robert L. Scharnhorst, Edward Schubert, Anthony Chris Snow, Wayne L. Thiessen, Ray M. Thorpe, and Thomas D. Tilden.

DBSI Inc. (General Partner)

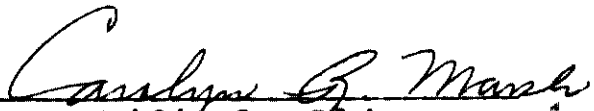


By: Douglas L. Swenson
President

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of November, 1984, before me, a
Notary Public in and for said State, personally appeared
Douglas L. Simonson, known to me to be the
President of the corporation that executed the within
instrument on behalf of the above listed limited partners, and
acknowledged to me that such corporation 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.



Notary Public for Idaho
Residence: Boise, Idaho