

CERTIFICATE OF FORMATION  
OF A LIMITED PARTNERSHIP

OCT 7 4 12 PM '85  
SECRETARY OF STATE

IDAHO LEARNING CENTERS,

An Idaho Limited Partnership.

Pursuant to the provisions of the Idaho Uniform Partnership Act, the following information is hereby submitted by the parties desiring to form a limited partnership in accordance with the law in the State of Idaho:

1. The name of the Partnership is  
IDAHO LEARNING CENTERS, an Idaho Limited Partnership.
2. The character of the business of the Partnership is to acquire, invest in, own, hold, manage, operate, sell, lease, exchange or otherwise conduct business with respect to real estate including the operation of child day care centers under the name and style "Tutor Time Day/Care Learning Center" located in the State of Idaho, or otherwise conduct business with respect thereto and to do all things reasonably incident thereto.
3. The location of the principal place of business of the Partnership is in the City of Boise, Ada County, Idaho.
4. The name and place or residence of each member is as follows:
  - a) GENERAL PARTNER and REGISTERED AGENT

STORRS DEVELOPMENT, INC., an Idaho corporation 2402 West Jefferson Boise, Idaho 83702	Contributed Capital  \$50.00
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  - b) ORIGINAL LIMITED PARTNER

John Storrs 2103 Coloma Boise, Idaho 83712	\$50.00
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  - c) LIMITED PARTNERS:

To be added as the Articles of Partnership provide by the General Partner

5. The Partnership shall exist for twenty (20) years after date or upon the sale of all the Partnership property unless sooner terminated in accordance with the terms of the Agreement of Limited Partnership.
6. The initial capital contribution of the Limited Partners shall be \$5,000 per unit as follows: Two Unit minimum purchase totaling \$10,000 unless the General Partner determines to permit a lesser cash purchase of Units or fraction thereof.
7. No additional cash contributions have been agreed to with respect to the Limited Partners after their initial contributions except as provided by the terms of the Agreement of Limited Partnership.
8. No time has been agreed upon for the return of capital contributions to the Limited Partners; however, the Agreement of Limited Partnership controls capital return and liability of Limited Partners.
9. All profits of the Partnership shall be allocated pursuant to the Unit ownership of Limited Partners and the General Partner.
10. A Limited Partner can substitute an assignee as a Limited Partner in his place only with the written consent of the General Partner, and upon filing a written instrument of transfer in a form satisfactory to General Partner together with payment of reasonable expenses to the Partnership incurred with respect to the transfer, and such further action as is required to comply with the Uniform Limited Partnership Act of the State of Idaho.
11. The General Partner has the right to admit additional Limited Partners to the Partnership without notice to or consent from any other Partners.
12. Limited Partners are equal in rights and duties to all other Limited Partners.
13. No right is given to continue the business of the Partnership upon the withdrawal, bankruptcy or dissolution of the General Partner or its successor in interest, subject to the provisions of the Agreement of Limited Partnership except as provided by the Partnership Agreement or the laws of the State of Idaho.

14. No right is given a Limited Partner to demand and receive property other than cash in return for his contribution.

GENERAL PARTNER:

STORRS DEVELOPMENT, INC.,  
an Idaho corporation

By



Gordon Storrs, President

ORIGINAL LIMITED PARTNER:

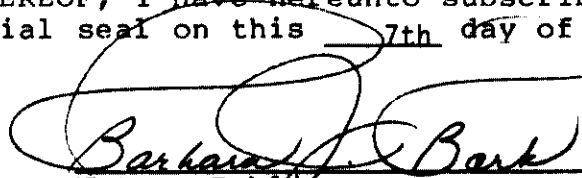
JOHN STORRS



STATE OF IDAHO )  
                  : ss.  
COUNTY OF ADA  )

Before me, a notary public in and for said County and State, presonally appeared Gordon Storrs, known to me to be the President of Storrs Development, Inc., an Idaho corporation and the General Partner of Idaho Learning Centers, a limited partnership, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed and the free act and deed of the corporation.

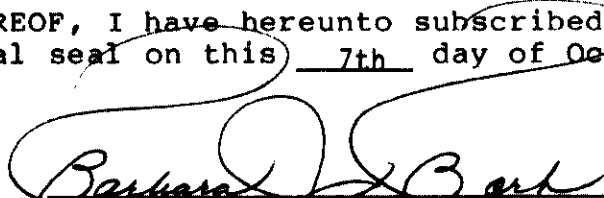
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 7th day of October, 1985.

  
Notary Public

STATE OF IDAHO )  
                  : ss.  
COUNTY OF ADA  )

Before me, a notary public in and for said County and State, presonally appeared John Storrs, known to me to be the Original Limited Partner of Idaho Learning Centers, a limited partnership, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this 7th day of October, 1985.

  
Notary Public