

CERTIFICATE OF LIMITED PARTNERSHIP

IN COMPLIANCE WITH TITLE 53, CHAPTER 2, IDAHO CODE

EASTMAN ASSOCIATES
LIMITED PARTNERSHIP

Oct. 26 10 10 AM '89
SECRETARY OF STATE

(1)NAME: The full legal name of this limited partnership is EASTMAN ASSOCIATES LIMITED PARTNERSHIP;

(2)BUSINESS: The general character of the limited partnership's business is the ownership and management of income-producing real estate;

(3)AGENT: The registered agent for service of process on the limited partnership is H. ROBERT HENEAGE, 1306 North 14th Street, Boise, Idaho, 83702;

(4)PARTNERS: The limited partnership has one general partner and three limited partners, as follows:

H. ROBERT HENEAGE, 1306 N. 14th St., Boise, Idaho 83702

GENERAL PARTNER;

JOHN G. ANDERSON, 70 Hartland Rd., West Granby, Connecticut 06090

LIMITED PARTNER;

LYNNE A. HENDERSON, 3935 Nobel Dr. #43, San Diego, California 92122

LIMITED PARTNER;

DOROTHY D. HENEAGE, 81 Brookmoor Rd., West Hartford, Connecticut 06107

LIMITED PARTNER;

(5)CONTRIBUTIONS: The general partner's contribution to the limited partnership shall be 400 hours labor. The limited partners' contribution to the limited partnership shall be \$18,000 cash, each limited partner contributing \$6000 cash;

(6)ADDITIONAL CONTRIBUTIONS: Additional contributions to the limited partnership by any or all of the partners shall be made only with prior unanimous written consent of the partners;

(7)ASSIGNEES: A limited partner may grant the right to become a limited partner to an assignee of any part of his or her partnership interest only with prior written consent of the general partner;

(8)WITHDRAWAL: A partner may terminate his or her membership in the limited partnership only with unanimous written consent of the other partners. The distribution to which he or she may be entitled respecting his or her partnership interest, and the terms and conditions of the termination and distribution shall be determined by a simple majority of all of the partners;

(9)DISTRIBUTIONS: Regular monthly cash distributions shall be made to all of the partners by the general partner;

(10)RETURN OF CONTRIBUTIONS: A partner shall receive a total return of his or her contribution only as determined by a simple majority of all of the partners, as per section 8 titled WITHDRAWAL. A partner shall receive a partial return of his or her contribution in the form of a loan from the limited partnership, the terms and conditions of which to be set by the general partner;

(11)DISSOLUTION OF PARTNERSHIP: The limited partnership is to be dissolved and its affairs wound up upon the final sale of its real estate holdings. The time at which such sale is to take place shall be determined by the general partner, or by a simple majority of all of the partners.

This certificate constitutes the entirety of the limited partnership agreement.

H. Robert Heneage 10/26/89
H. Robert Heneage
GENERAL PARTNER

Date

Lynne A. Henderson 10-25-89
Lynne A. Henderson
LIMITED PARTNER

Date

John G. Anderson 10/15/89
John G. Anderson
LIMITED PARTNER

Date

Dorothy D. Heneage October 14, 1989
Dorothy D. Heneage
LIMITED PARTNER

Date