

SECOND AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
ADDISON REALTY LIMITED PARTNERSHIP

T6 8059  
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We, the undersigned, being desirous of amending the Certificate of Limited Partnership of Addison Realty Limited Partnership which was filed February 23, 1982 and amended September 10, 1982, in accordance with the Uniform Limited Partnership Act as enacted in the State of Tennessee, do hereby certify and swear as follows:

I. The name of the limited partnership is ADDISON REALTY LIMITED PARTNERSHIP (the "Partnership").

II. The character of the business to be transacted by the Partnership is the purchasing, maintaining, operating, selling, leasing and owning of real estate within the City of Twin Falls, State of Idaho. In furtherance of the business and purposes of the Partnership, the Partnership has the power to do any and all other things whatsoever necessary and desirable in connection with the foregoing or otherwise contemplated by the Agreement of Limited Partnership of the Partnership (the "Agreement").

III. The principal office of the Partnership in the State of Tennessee shall be: C T Corporation System, 530 Gay Street, Knoxville, Tennessee 37902.

IV. The name and place of residence of the general partner (the "General Partner") is as follows:

Name of General Partner

Address

Q Enterprises, Inc.

c/o Alan Quinn  
61 East 11th Street  
New York, NY 10003

The names and places of residence of the limited partners (the "Limited Partners") are as follows:

Name of Limited Partner

Address

Ronald Rick

4218 S. Clinton Avenue  
Trenton, NJ 08610

Frank M. Berger

190 E. 72nd Street  
New York, NY 10022

Frank E. Maher

356 Fulton Street  
Brooklyn, NY 11201

Name of Limited PartnerAddress

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Milton R. Kliger

169 E. 69th Street  
New York, NY 10021

Jack Johnson

1296 Taft Road  
Teaneck, NJ 07666

Morris Corn

37 Ruby Drive  
Morganville, NJ

Thomas Berger

1001 Fifth Avenue  
New York, NY 10028

John J. Gallagher

8 Grand View Drive  
Holmdel, NJ 07733

Joseph J. Harkins

83 Huff Terrace  
Montvale, NJ 07645

Fred T. Kovaleski

530 E. 72nd Street  
New York, NY 10021

Morris Feder

201 E. 62nd Street  
New York, NY 10021

Carl Goldman

22 Archer Road  
Harrison, NY

V. The term of the Partnership commenced upon the filing of this certificate. The Partnership shall dissolve on December 31, 2050, unless it is sooner terminated or dissolved upon the occurrence of any of the following events: (a) the death, legal incapacity, withdrawal, retirement, bankruptcy or insolvency of the General Partner, or (b) the agreement of all Partners.

VI. The General Partner has contributed \$7,000 in cash to the capital of the Partnership. The Limited Partners have contributed \$700,000 in cash to the capital of the Partnership, as follows:

Name of Limited PartnerContribution

Ronald Rick

\$58,334

Frank M. Berger

\$58,334

Frank E. Maher

\$58,334

Milton Kliger

\$58,334

Jack Johnson

\$58,334

Morris Corn

\$58,334

Thomas Berger

\$58,334

John J. Gallagher

\$58,334

Name of Limited PartnerContribution

Joseph J. Harkins	\$58,334
Fred T. Kovalski	\$87,501
Morris Feder	\$58,334
Carl Goldman	\$29,167

VII. Except as provided in Paragraph VI hereof, the Limited Partners are not required to contribute any capital or lend any funds to the Partnership.

VIII. The capital contributions of the Limited Partners will be returned, if at all, upon the termination or dissolution of the Partnership, as specified in Paragraph V hereof.

IX. The Limited Partners shall be entitled to receive 99% of the profits and losses of, and distributions from, the Partnership, and the General Partner shall receive 1% of the profits and losses of, and distributions from, the Partnership. The Limited Partners' shares will be as follows:

Name of Limited PartnerPercentage

Ronald Rick	8.25%
Frank M. Berger	8.25%
Frank E. Maher	8.25%
Milton Kliger	8.25%
Jack Johnson	8.25%
Morris Corn	8.25%
Thomas Berger	8.25%
John J. Gallagher	8.25%
Joseph J. Harkins	8.25%
Fred T. Kovalski	12.375%
Morris Feder	8.25%
Carl Goldman	4.125%

X. The terms and conditions under which a Limited Partner may substitute an assignee as contributor in its place are as follows:

The Limited Partners shall have the right, subject to the provisions of the Agreement and compliance with applicable laws, to sell or assign any or all of its interest in the Partnership to any individual, firm or corporation, whether or not a Partner; provided that: (a) such assignment shall be by instrument, in form and substance satisfactory to the General Partner, including (i) an expression by the assignee of such assignee's intention to be substituted as a Limited Partner and such assignee's acceptance and adoption of all the terms and provisions of the Agreement, as the same may be amended from time to time, and (ii) providing for the payment otherwise than by the Partnership, of all reasonable expenses incurred by the Partnership in connection with such admission, including, but not limited to, the cost of preparing, filing and publishing the necessary amendment or amendments to

the Certificate of Limited Partnership; (b) the General Partner shall have consented in writing to such assignment; and (c) such assignment shall not result in a change of ownership, by reason of sales or exchanges, of fifty (50%) percent or more in the total Profits and capital of the Partnership during the twelve-month period ending on the date of such assignment. Each substituted Limited Partner shall be entitled to the same rights and powers as were possessed by the assignor, including the right to sell or assign such interest in the Partnership in the same manner and subject to the same conditions.

XI. No new Limited Partners may be admitted to the Partnership without the prior consent of all the Partners. The admission of additional Limited Partners is further subject to the condition that each such additional Limited Partner execute the Agreement or any appropriate supplement thereto or restatement thereof, pursuant to which such Limited Partner agrees to be bound by the terms and provisions thereof.

XII. There is no right of one or more Limited Partner to priority over other Limited Partners, as to contributions or as to compensation by way of income.

XIII. The Limited Partners shall have no right to demand and receive property other than cash upon liquidation.

IN WITNESS WHEREOF, each of the parties hereto has set  
his or her hand as of this 28th day of October, 1982.

**GENERAL PARTNER:**  
**Q ENTERPRISES, INC.**

By: Jul 172  
President

**LIMITED PARTNERS:**  
 Ronald Rick, Frank M. Berger, Frank E. Maher, Milton Kliger, Jack Johnson, Morris Corn, Thomas Berger, John J. Gallagher, Joseph J. Harkins, Fred T. Kovaleski, Morris Feder, and Carl Goldman, by Alan H. Quinn as attorney-in-fact

Jul 17

This instrument was prepared by  
Stuart M. Saft, Esq.  
POWSNER SAFT & POWSNER  
3 East 54th Street  
New York, New York 10022

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK)

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On the 28<sup>th</sup> day of October, 1982, before me personally appeared Alan H. Quinn, to me known, who, being duly sworn, did depose and say that he resides at 61 East 11th Street, New York, NY, that he is the President of Q Enterprises, Inc., the corporation described in and which executed the foregoing instrument, and that he has executed the foregoing order and authorization of the board of directors of said corporation.

*James S. Glavin*  
Notary Public

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK)

On the 28<sup>th</sup> day of October, 1982, before me personally appeared Alan H. Quinn, as attorney-in-fact for the Limited Partners, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he, being authorized so to do, executed the foregoing instrument, for the purposes therein contained, and swore to the truth of the contents thereof.

*James S. Glavin*  
Notary Public

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STATE TAX

REG. OFF. FILE

REC'D NOV 4 1982

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STATE OF NEW YORK

SHELBY COUNTY

*James S. Glavin*  
Notary Public

STATE OF TENNESSEE }  
COUNTY OF SHELBY }

I, Guy B. Bates, Register of said county, hereby certify the foregoing

Five (5) pages to be a full, true and perfect copy from the records of my  
Amended and Restated  
office of a Limited Partnership from  
Addison Realty  
to Limited Partnership of record in Record Book No. T6 Page 8059

Witness my Official Signature and Seal at my office this 4th day of

November 19 82

Guy B. Bates Register

By  D. R.