



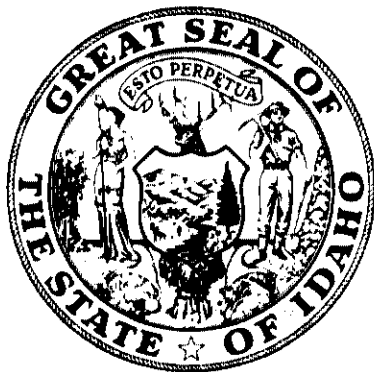
Department of State.

**CERTIFICATE OF REGISTRATION
OF
AC EGGS/KETCHUM**

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of AC EGGS/KETCHUM for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to AC EGGS/KETCHUM to transact business in this State under the name AC EGGS/KETCHUM, A California Limited Partnership and attach hereto a duplicate original of the Application for Registration.

Dated **December 14, 1983**



Pete T. Cenarrusa

SECRETARY OF STATE

by: _____

**APPLICATION FOR REGISTRATION OF
FOREIGN LIMITED PARTNERSHIP**

To the Secretary of State of the State of Idaho:

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

- DEC 14 9 42 AM '81
1. The name of the limited partnership is AC EGGS/KETCHUM,
 2. The name which it shall use in Idaho is AC EGGS/KETCHUM, a California Limited Partnership
 3. It is organized under the laws of California
 4. The date of its formation is August 1981
 5. The address of its registered or principal office in the state or country under the laws of which it is organized is 9595 Wilshire Blvd, Suite 605, Beverly Hills, CA 90212
 6. The name and street address of its proposed registered agent in Idaho are Gary R. Familian, Box 3779, Ketchum, ID 83340
 7. The general character of the business it proposes to transact in Idaho is:
Real Estate Investment
 8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(continued on reverse)

8. (Continued)

Name	General or Limited	Address

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

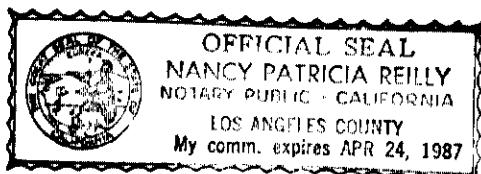
Dated 31 OCT, 1983.

By Gary R. Familian
A General Partner

STATE OF California)
COUNTY OF Los Angeles) ss:

I, Nancy Patricia Reilly, a notary public, do hereby certify that on this
31st day of October, 1983, personally appeared
before me Gary R. Familian, who being by me first duly sworn,
declared that he is a general partner of AC Eggs Ketchum

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.



Nancy Patricia Reilly
Notary Public

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WHEN RECORDED RETURN TO:
STUART J. SCHWARTZ, ESQ.
De Castro, West & Chodorow, Inc.
10960 Wilshire Boulevard, #1800
Los Angeles, California 90024

RECORDED IN OFFICIAL RECORDS	
RECORDER'S OFFICE	
LOS ANGELES COUNTY	
CALIFORNIA	
1 MIN PAST	10 AM AUG 21 1981

AGREEMENT AND CERTIFICATE OF
LIMITED PARTNERSHIP OF
AC EGGS/KETCHUM

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The undersigned, desiring to form a limited partnership under The California Uniform Limited Partnership Act, agree as follows:

1. The name of the partnership is AC EGGS/KETCHUM ("Partnership").
2. The principal purpose of the Partnership is to acquire a certain townhouse located in Ketchum, Idaho.
3. The Partnership's principal place of business is 9595 Wilshire Boulevard, Beverly Hills, California.
4. The name and residence of the general partner ("General Partner") and the original limited partner ("Original Limited Partner") is on the signature page of this document.
5. The term of the Partnership will commence on the filing of this document with the County Recorder of Los Angeles County and will terminate on December 31, 2030 or earlier as the General Partner determines.
6. The General Partner and the Original Limited Partner will initially make no cash contributions to the Partnership.
7. The General Partner and the Original Limited Partner subsequently will make capital contributions on a pro rata basis as requested by the General Partner.

8. No time has been agreed upon for the return of the capital contributions of the General Partner and the Original Limited Partner other than on termination of the Partnership.

9. Fifty percent of the cash flow of the Partnership and of the capital, income, deductions, credits, gains and losses of the Partnership will be allocated to each of the General Partner and the Original Limited Partner.

10. The Original Limited Partner will not have the right to substitute an assignee as a contributor in her place without the consent of the General Partner and the execution of appropriate instruments as required by the General Partner.

11. The General Partner has the right to admit additional limited partners to the Partnership.

12. Upon any dissolution of the Partnership, the liquidated assets after allocation for payment of debts and to reserves will be distributed 50 percent to the General Partner and 50 percent to the Original Limited Partner. No partner will have priority over another partner as to contributions or as to compensation by way of income.

13. The death, retirement, resignation, bankruptcy or incompetency of the General Partner will not terminate the Partnership and the personal representative and thereafter the successors in interest of the General Partner will be the general partner of the Partnership.

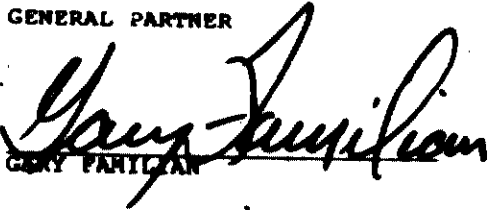
14. The Original Limited Partner will not have the right to demand and receive property other than cash in return for her contributions.

15. The Original Limited Partner will have no right to participate in the management of the Partnership or to vote on any matters affecting the Partnership.

16. The General Partner by his signature alone may bind the Partnership to any contract and make any conveyance as defined in Section 15010.5 of the California Corporations Code without the consent of the Original Limited Partner.

Dated: August 20, 1981

GENERAL PARTNER


GARY FAMILIAN

Residence

701 North Maple Drive
Beverly Hills, CA 90210

ORIGINAL LIMITED PARTNER


ELIZABETH FAMILIAN

701 North Maple Drive
Beverly Hills, CA 90210

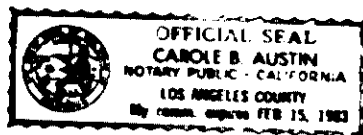
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STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 20, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GARY FAMILIAN, known to me to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



Carol B. Austin
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 20, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ELIFABETH FAMILIAN, known to me to be the person whose name is subscribed to the within Instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.



Carol B. Austin
Notary Public in and for said
County and State

81- 841543