



**Department of State.**

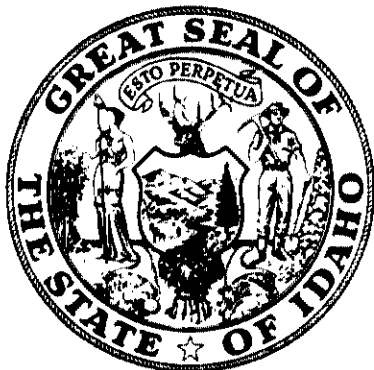
**CERTIFICATE OF REGISTRATION  
OF**

**ADDISON REALTY LIMITED PARTNERSHIP**

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of ADDISON REALTY LIMITED PARTNERSHIP 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 ADDISON REALTY LIMITED PARTNERSHIP to transact business in this State under the name ADDISON REALTY LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application for Registration.

Dated **September 20, 1982**



*Pete T. Cenarrusa*

SECRETARY OF STATE

by: \_\_\_\_\_

**APPLICATION FOR REGISTRATION OF  
FOREIGN LIMITED PARTNERSHIP**

To the Secretary of State of the State of Idaho:

SEP 7 8 45 AM '82

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:

1. The name of the limited partnership is Addison Realty Limited Partnership
2. The name which it shall use in Idaho is Addison Realty Limited Partnership
3. It is organized under the laws of Tennessee
4. The date of its formation is February 23, 1982
5. The address of its registered or principal office in the state or country under the laws of which it is organized is C.T. Corporation System, 530 Gay Street, Knoxville, TN.
6. The name and street address of its proposed registered agent in Idaho are C.T. Corporation System, 300 North 6th Street, Boise, Id 83701
7. The general character of the business it proposes to transact in Idaho is:  
Owning, managing, selling, leasing and/or mortgaging real property.
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
<u>"SEE CERTIFICATE OF LIMITED PARTNERSHIP"</u>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(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 August 31, 19 82.

By: Q Enterprises, Inc.  
General Partner

By

Alan H. Quinn

Alan H. Quinn, President

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

I, Faye Goldstein, a notary public, do hereby certify that on this  
31 day of August, 19 82, personally appeared  
before me Alan H. Quinn, who being by me first duly sworn,  
president of Q Enterprises, Inc., the  
declared that he is ~~is~~ general partner of Addison Realty Limited Partnership.

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

Faye Goldstein  
Notary Public

**FAYE GOLDSTEIN**  
Notary Public, State of New York  
No. 81-00078800  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires March 30, 1984

**CERTIFICATE OF LIMITED PARTNERSHIP  
OF POPLAR-KIRBY ASSOCIATES**

**T1 6424**

4

We, the undersigned, being desirous of forming a Limited Partnership 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 **POPLAR-KIRBY ASSOCIATES** (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 Memphis, County of Shelby, State of Tennessee. 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 6660 Poplar Drive, Memphis, Tennessee.

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 name and place of residence of the limited partner (the "Limited Partner") is as follows:

Name of  
Limited Partner

Address

**Faye Goldstein**

**3 East 54th Street  
New York, NY 10022**

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 \$100 in cash to the capital of the Partnership. The Limited Partner has contributed \$100 in cash to the capital of the Partnership.

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

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

**IX.** The Limited Partner 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.

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

The Limited Partner shall have the right, subject to the provisions of Section 6.2 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 Partners to priority over other Limited Partners, as to contributions or as to compensation by way of income.

XIII. The Limited Partner 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 22nd day of February, 1982.

GENERAL PARTNER  
Q ENTERPRISES INC.

By:   
President

LIMITED PARTNER

  
Faye Goldstein

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

T1 6424

STATE OF NEW YORK )

COUNTY OF NEW YORK)

ss.:

On the 22nd day of February, 1982 before me personally appeared Alan 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 order and authorization of the board of directors of said corporation.

*Janet L. Weiner*

JANET L. WEINER  
Notary Public, State of New York  
No. 31-469742  
Qualified in New York County  
Commission Expires March 10, 1983

STATE OF NEW YORK )

COUNTY OR NEW YORK)

ss.:

On the 22nd day of February, 1982, before me personally appeared Faye Goldstein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she, being authorized to do so, executed the foregoing instrument, for the purposes therein contained, and swore to the truth of the contents thereof.

*Janet L. Weiner*

JANET L. WEINER  
Notary Public, State of New York  
No. 31-469742  
Qualified in New York County  
Commission Expires March 10, 1983

T 1 6 4 2 4

STATE OF NEW YORK  
RECORDED  
1280  
FEB 23 11 29 AM '82  
NOTARY PUBLIC  
*Janet L. Weiner*

*Letter Head*

STATE OF TENNESSEE }  
COUNTY OF SHELBY }

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

Four (4) pages to be a full, true and perfect copy from the records of my

office of a Certificate of Ltd Pshp from

to Poplar-Kirby Associates of record in Record Book No. T1 Page 6424

Witness my Official Signature and Seal at my office this 26th day of

August 1982.

Guy B. Bates Register

By \_\_\_\_\_ D. R.



AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF POPLAR-KIRBY ASSOCIATES

STATE OF TENNESSEE

We, the undersigned, being desirous of amending the Certificate of Limited Partnership of Poplar-Kirby Associates which was filed February 23, 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 changed from POPLAR-KIRBY ASSOCIATES to ADDISON REALTY ASSOCIATES, LTD. (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 name and place of residence of the limited partner (the "Limited Partner") is as follows:

Name of  
Limited Partner

Address

Faye Goldstein

3 East 54th Street  
New York, NY 10022

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 \$100 in cash to the capital of the Partnership. The Limited Partner has contributed \$100 in cash to the capital of the Partnership.

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

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

IX. The Limited Partner 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.

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

The Limited Partner 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 of 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 of the Partners. The admission of additional Limited Partners is further subject to the condition that each such additional Limited Partner execute the Agreement or an 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 Partners to priority over other Limited Partners, as to contributions or as to compensation by way of income.

XIII. The Limited Partner 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       day of June, 1982.

GENERAL PARTNER:  
Q ENTERPRISES, INC.

By: Al J  
President

LIMITED PARTNER:

Faye Goldstein  
Faye Goldstein

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)

On the 21st day of June, 1982, before me personally appeared Alan Quinn, to me known, who, being duly sworn, did depose and say that he resides at 61 East 11th Street, New York, New York, 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.

*Stuart M. Safft*

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK)

STUART M. SAFT  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 31-5728080  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES MARCH 30, 1984

On the 21st day of June, 1982, before me personally appeared Faye Goldstein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she, being authorized to do so, executed the foregoing instrument, for the purposes therein contained, and swore to the truth of the contents thereof.

*Stuart M. Safft*

STUART M. SAFT  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 31-5728080  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES MARCH 30, 1984

T 5 3 2 6 0

STATE TAX \_\_\_\_\_

REGISTERED 12.00

RECORDED

AUG 26 10 49 AM '82

STATE OF NEW YORK

UNION COUNTY  
*Stuart M. Safft*  
NOTARY

STATE OF TENNESSEE }  
COUNTY OF SHELBY }

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

Four (4) pages to be a full, true and perfect copy from the records of my

office of a Limited Partnership from

Poplar-Kirby Associates to of record in Record Book No. T5 Page 3260

Witness my Official Signature and Seal at my office this 26th day of

August 19 82

Guy B. Bates Register

By D. R.

T5 6246  
RECEIVED 3260  
4  
AMENDED AND RESTATED  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF POPLAR-KIRBY ASSOCIATES  
82 SEP 20 AM 10 40

We, the undersigned, being desirous of amending the Certificate of Limited Partnership of Poplar-Kirby Associates which was filed February 23, 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 changed from POPLAR-KIRBY ASSOCIATES to ADDISON REALTY ASSOCIATES, LTD. (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

Q Enterprises, Inc.

Address

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

The name and place of residence of the limited partner (the "Limited Partner") is as follows:

Name of  
Limited Partner

Faye Goldstein

Address

3 East 54th Street  
New York, NY 10022

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

This document is being re-recorded to correct a typographical error made in amending the Partnership name. The name was changed to read "ADDISON REALTY ASSOCIATES, LTD." The name of the Partnership should read "ADDISON REALTY LIMITED PARTNERSHIP".

(b) The agreement of all Partners.

VI. The General Partner has contributed \$100 in cash to the capital of the Partnership. The Limited Partner has contributed \$100 in cash to the capital of the Partnership.

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

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

IX. The Limited Partner 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.

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

The Limited Partner 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 of 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 of the Partners. The admission of additional Limited Partners is further subject to the condition that each such additional Limited Partner execute the Agreement or an appropriate supplement thereto or restatement thereof, pursuant to which such Limited Partner agrees to be bound by the terms and provisions thereof.





T5 3260

STATE OF NEW YORK )

T5 6246

: ss.:

COUNTY OF NEW YORK)

On the 21st day of June, 1982, before me personally appeared Alan Quinn, to me known, who, being duly sworn, did depose and say that he resides at 61 East 11th Street, New York, New York, 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.

*Stuart M. Saft*

STATE OF NEW YORK )

STUART M. SAFT  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 31-873080  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES MARCH 30, 1984

: ss.:  
COUNTY OF NEW YORK)

On the 21st day of June, 1982, before me personally appeared Faye Goldstein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she, being authorized to do so, executed the foregoing instrument, for the purposes therein contained, and swore to the truth of the contents thereof.

*Stuart M. Saft*

STUART M. SAFT  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 31-873080  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES MARCH 30, 1984

Re-Recorded  
T 5 6 2 4 6

STATE TAX \_\_\_\_\_  
REGISTERED FEE \_\_\_\_\_  
RECORDED 12.00

SEP 10 11 26 A 82

STATE OF NEW YORK

WHELBURY COUNTY  
*Stuart M. Saft*  
NOTARY PUBLIC

T 5 3 2 6 0

STATE TAX \_\_\_\_\_  
REGISTERED FEE \_\_\_\_\_  
RECORDED 12.00

AUG 26 10 49 A 82

STATE OF NEW YORK  
WHELBURY COUNTY  
*Stuart M. Saft*  
NOTARY PUBLIC

STATE OF TENNESSEE }  
COUNTY OF SHELBY }

I, Guy B. Bates, Register of said county, hereby certify the foregoing  
Four (4) pages to be a full, true and perfect copy from the records of my  
office of a Re-recorded Limited Pshp from  
to Addison Realty Ltd Pshp of record in Record Book No. T5 Page 6246

Witness my Official Signature and Seal at my office this 10th day of

September 19 82

Guy B. Bates Register  
By Thomas H. Maskey D. R.