

15
D
This recorded mail to:
Paul D. McGuire
20000
P.O. Box 20000
San Francisco, CA 94108

PG 37918

**LIMITED PARTNERSHIP AGREEMENT
AND
CERTIFICATE OF LIMITED PARTNERSHIP**

This agreement of limited partnership is made on MARCH 10, 1962,
by and between PAUL McGUIRE and DEBORAH McGUIRE, of #2 Tranquility Lane,
Vacaville, California, and JOHN WYRO and EVA'S WYRO, of #17 Lodgehill Court,
Danville, California, as "General Partners" and all of the persons who execute this
Agreement and whose signatures appear on Exhibit "A", attached hereto, and incorpor-
ated herein by reference, which persons are hereinafter collectively referred to as
"Limited Partners" and individually as "Limited Partner".

This instrument filed for record by Title Insurance
and Trust Company as an accommodation only. It
has not been examined as to its execution or as
to its effect upon the title.

WITNESSETH:

The above-named parties agree to form a limited partnership under the Uniform Limited
Partnership Act of California on the terms and conditions hereinafter set forth.

ARTICLE ONE: NAME OF PARTNERSHIP / TERM

The name of the partnership shall be "The Tahoe Group", hereinafter
referred to as the "Partnership". The partnership shall begin as of the date above,
and shall continue from year to year until otherwise dissolved and terminated as
provided hereinafter.

ARTICLE TWO: BUSINESS OF PARTNERSHIP

The purpose of the partnership shall be for the purchase, furnishing,
maintenance and possible sale of that certain real property and improvements on Lot
44 of Unit 3-B (CHINA GARDENS), in Glenbrook, Nevada, and in such other related
business as may be agreed upon by the partners.

ARTICLE THREE: CERTIFICATE OF LIMITED PARTNERSHIP

The parties shall immediately execute a certificate of limited partnership
and shall cause such certificate to be filed with the office of the recorder of the county
in which the principal place of business of the partnership is located. Such amended
certificates as may be required by the laws of the State of California shall be executed
and filed by the partners as necessary.

ARTICLE FOUR: PLACE OF BUSINESS

The principal place of business of the partnership shall be 1660 Olympic
Boulevard, Suite #320, Walnut Creek, California 94596, and in such other place or
places as may be agreed upon by the partners.

72628

LIBER 1082 PAGE 1959

ARTICLE FIVE: CONTRIBUTIONS--GENERAL PARTNERS

(A) Initial contributions to capital. Each of the General Partners shall make an initial cash contribution of \$7,500 to the partnership.

(B) Periodic quarterly contributions. The General Partners herein will receive a 20% equity interest each in the real property. The partnership anticipates quarterly assessments, prepaid by all partners. The General Partners shall contribute 20% each of the total monies collected from all partners. The amount of these assessments shall be determined pursuant to Article Seven hereafter. In addition to the burden of 40% of the operation costs, the General Partners shall devote their time and energy, without salary, to properly manage the property, collect monies for the maintenance thereof, and pay all monthly expenses from the quarterly assessments. Should either of both General Partners acquire a greater equity interest through purchase as set out in subsequent Articles, the percentage of responsibility for payments of assessments shall be equal to the total percentage of equity interest. The equity interest is defined as the net sale proceeds after all the partners have received their initial cash contribution.

ARTICLE SIX: CONTRIBUTIONS--LIMITED PARTNERS

(A) Initial contributions to capital. Each limited partner shall initially contribute the sum of \$12,500 in the following manner: \$500 deposit; \$2,000 within 30 days of the deposit; balance of \$10,000 in an additional 30 days. In return for this initial contribution, each Limited Partner shall have a 7% equity interest in the partnership property. Should any limited partner wish to purchase more than one 7% unit, then the equity interest of said limited partner would be an additional 7% for every \$12,500 contributed.

(B) Periodic Contributions. Each Limited Partner shall contribute additional monies by way of a quarterly assessment, in advance, to the Partnership. The amount of this contribution shall be 7% of the anticipated expenses relating to the management and upkeep of the property. Should any limited partner, either at the time of formation of the partnership or at a later date, purchase greater than a 7% interest, the percentage paid as a quarterly assessment shall correspond to the percentage of interest.

ARTICLE SEVEN: COMPUTATION OF ASSESSMENTS

(A) The General Partners shall, from records of expenses and disbursements, determine the quarterly assessments. This figure is subject to adjustment each quarter. The General Partners estimate that the first assessment will be \$843.75 for each limited partner per 7% interest, and said sum will be payable upon close of escrow of the property.

(B) Payment of the assessments shall be made within 10 days of receipt of notification of sum due from the General Partners. Exact notification schedule and payments to be specified after close of escrow. All parties to this agreement acknowledge that in order for the partnership to be a viable entity, that severe penalties must be imposed for any partner failing to pay the quarterly assessment on time. Failure to pay within the twenty days will give the General Partners the right to terminate

A partnership interest pursuant to buyout provisions set out hereafter. This right need not be exercised, however, and any partner who fails to make the quarterly payment within ninety days of written notification of the assessment will forfeit the partnership interest. A 5% late fee will be charged for any quarterly assessments not received by the General Partners within ten days of the due date.

ARTICLE EIGHT: DUTIES AND RIGHTS OF PARTNERS

(A) General Partners:

1. The General Partner shall be solely responsible for the management of the Partnership business with all rights and powers generally conferred by law or necessary, advisable or consistent in connection therewith.
2. In addition to any other rights and powers which it may possess, the General Partners shall have all specific rights and powers required or appropriate to its management of the Partnership business which, by way of illustration, but not by way of limitation, may include the following rights and powers:
 - a. To borrow money, and if security is required therefor, to mortgage or subject to any other security device any asset of the Partnership, to replace any mortgage or other security device, and to prepay, in whole or in part, refinancing, increase, modify, consolidate or extend any mortgage or any other security device.
 - b. To place record title to, or the right to use Partnership assets in the name or names of a nominee or nominees, trustee or trustees, for any purpose convenient or beneficial to the Partnership.
 - c. To acquire and enter into any contract of insurance which the General Partner deems necessary and proper for the protection of the Partnership and the General Partner for the conservation of its assets, for any purpose convenient or beneficial to the Partnership.
 - d. To employ from time to time persons, (including the General Partners or affiliates) firms or corporations for the operation of the Partnership business.
 - e. To compromise, arbitrate or otherwise adjust claims in favor of or against the Partnership and to commence or defend litigation with respect to the Partnership or any assets of the Partnership as the General Partners may deem advisable, all or any of the above matters being at the expense of the Partnership.
 - f. To execute, acknowledge and deliver any and all instruments to effectuate the foregoing.
 - g. To open accounts (checking or interest bearing) and deposit funds in the name of the Partnership in banks and to make interim investments in such debt securities as would not bring the Partnership within the Investment Company Act of 1940; to maintain the Partnership's funds in a separate bank account. All Partnership funds and other assets are to be used solely for the benefit of the Partnership. The General Partner shall not commingle Partnership funds with its funds or that of any other person or entity.

h. At the time of the initial capitalization of the Partnership, each General Partner shall have the right to occupy the partnership premises pursuant to the formula set out in Article Nine hereafter, for a period of ten weeks per year. In addition, should a General Partner acquire additional equity interest pursuant to buy out provisions as set out hereafter, this right to occupancy would be four additional weeks for each 7½ percent increase in interest.

(B) Limited Partners:

1. No limited partner shall have any right to be active in the conduct of the partnership's business, or have power to bind the partnership in any contract, agreement, promise, or undertaking.

2. Limited Partners shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the partnership.

3. Except as otherwise expressly set forth in this Agreement, Limited Partners shall have the right to vote, pursuant to a meeting or any written consent pursuant to Section 11.7 only upon the matters listed below which affect the basic structure of the Partnership:

- a. Removal of a General Partner(s);
- b. Removal of a Limited Partner pursuant to Article Twelve; paragraph (E);
- c. Election of a successor General Partner(s);
- d. Termination and dissolution of the Partnership;
- e. The extension of the term of the Partnership.

4. Matters upon which the Limited Partners may vote shall require the vote or written consent of the Limited Partners, each Limited Partner having one vote for each percent of interest owned by said partner.

5. No Limited Partner shall have the right or power to (1) bring an action for partition against the Partnership, (2) cause the dissolution and winding up of the Partnership by court decree or otherwise, except as set for in the Agreement or (3) demand or receive property other than cash in return for his/her contribution, except as set out in buyout provisions hereafter. No Limited Partner shall have priority over any other Limited Partner either as to the return or contributions of capital or as to Net Income, Cash Flow, Net Loss or distributions, except as otherwise provided for by this Agreement, there has been no time agreed upon when the contribution of each Limited Partner is to be returned.

6. The General Partner may at any time call a meeting of the Partners and shall call such a meeting following receipt of a written request thereto by Limited Partners holding 7½ or more interest in the Partnership as of the date of the receipt of such written request. The General Partner shall call a Partnership meeting and notify all Partners of such meeting and the general nature of the business to be transacted within 10 days of receipt of such written request. The meeting shall be held not less than 10 days nor more than 60 days following mailing of the notice thereof by the General Partner. All expenses of the meeting and such notification shall be borne by the Partnership. For a valid Partnership meeting, there must be in attendance by person or by proxy Partners who possess a total of at least 51% of the interest. Should there be a failure to have such a quorum, then said meeting shall be scheduled by those originally in attendance at the adjourned meeting, for a date certain and

the General Partner shall notify those not in attendance at the adjourned meeting of the new time, day and place.

7. In any matter on which a Partner is entitled to vote or to grant or deny his consent as described in Paragraph 3 above, and elsewhere in this Agreement, he may do so by attending any meeting of the Partners, or he may grant to any person a written proxy, or he may grant or deny his consent in writing.

8. Those matters to be voted on by the Limited Partners pursuant to Paragraph 3 above, can be done by written consent or denial. Such a written consent may be utilized at any duly held meeting of the Partners or it may be utilized in obtaining approval or denial by the Partners, without a meeting, or a matter submitted to all Partners entitled to grant or deny consent of such matter by the General Partner or any Limited Partner in writing allowing the Partners ten (10) days to vote their consent or denial. Partners shall be entitled to one vote for each $\frac{1}{4}$ percent of interest owned. The law of the State of California pertaining to incorporated proxies shall govern Partnership proxies.

9. Each limited partner shall have the right to the exclusive occupancy of the partnership property for 4 weeks per year for each $7\frac{1}{2}\%$ interest owned, and prorated accordingly for any interest in excess of $7\frac{1}{2}\%$ which a partner may possess. The assignment of the specific weeks shall be done pursuant to Article Nine hereafter.

(C) All Partners: All partners agree to abide by reasonable rules and regulations for the benefit of all established by the General Partners as deemed necessary. All partners also agree to abide by rules, regulations, covenants, codes, and restrictions established by the Glenbrook Homeowners Association.

(D) Damages: Each partner is responsible for damages beyond normal wear and tear to partnership occasioned by the use of said partner, his guests or renters. The General Partners shall decide what is and is not "normal wear and tear".

ARTICLE NINE: ANNUAL LOTTERY

There will be an annual lottery to determine and allocate use of the premises among the partners. The proposed method to be used for the first years lottery is outlined on Exhibits "B" and "C" attached hereto, along with a projected system for subsequent years. As the partners do not yet know how well the system will satisfy the needs of the partners, the General Partners reserve the right to alter the lottery to some other system to fairly allocate the use of the property.

ARTICLE TEN: RENTAL OF THE UNITS

The partnership is not in the business of renting this property. Each individual partner may allow others to use the property, or may rent to individuals they know personally. Any partner wishing to rent the property to strangers agrees to do so through the General Partners who shall screen applicants and receive security for any such rental. The General Partners shall be acting in their individual capacities as rental agents and not on behalf of the partnership. They shall receive a commission of 10% of any such rental as a management fee. No such rental income is income to the Partnership.

ARTICLE ELEVEN: SALE OF PARTNERSHIP INTERESTS

(A) Before a Limited Partner may sell or assign his/her interest to any person, he must first obtain a written offer with terms of payment for said interest. All such offers must include language to the effect that said offers are

72628

subject to the right of first refusal of the General Partners and Limited Partners as set out hereafter. The "selling" limited partner must then offer the interest available for sale to the General Partners on terms identical to the terms of the proposed sale or transfer. The General Partners shall have ten days from the receipt of the specific information regarding the proposed sale or transfer to exercise the option. Should neither General Partner desire to purchase the interest, then the Limited Partners shall be offered the opportunity to purchase the interest on the same terms within the same time frame as indicated above. If more than one limited partner desires to purchase the interest of the selling partner, then the purchaser shall be chosen by lottery. If none of the Limited Partners desire to purchase the interest, then the seller may sell or assign his interest to the person submitting the offer on the terms contained therein, without modification.

(B) No assignee or purchaser of the whole or any portion of a Limited Partner's interest in the Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

1. The assignor/vendor and assignee/purchaser execute and acknowledge such other instruments as the General Partner may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee/purchaser of the provisions of this Agreement and his execution acknowledgement and delivery to the General Partner of a Power of Attorney in the form and content of which are more fully described in Article Twenty hereafter;
2. The written consent of the General Partner to such substitution shall be obtained, the granting or denial of which shall be within the sole and absolute discretion of the General Partners. The General Partners, in making their decision, will take into account and be advised the the partnership attorney of the Federal and state securities laws as they affect this Partnership by the admission of a substituted Limited Partner.

ARTICLE TWELVE: TERMINATION OF PARTNERSHIP INTEREST

(A) Any membership terminated by virtue of non-payment of assessment shall be subject to purchase by the General Partners or Limited Partners by the rights of refusal as set out in Article Eleven above for the Fair Market Value of any such interest. The fair market value shall be determined as follows:

1. General Partners shall obtain an appraisal of the partnership property, and the value of the equity interest of the specific "selling" partner shall be determined therefrom. Should the terminated party disagree with the appraisal then he/she may obtain an independent appraisal.
2. If the terminated party and the General Partners cannot reach agreement after the above appraisals, then the matter shall be submitted to an arbitrator.
3. The terms for payment of the purchase price shall be 20% down, the balance secured by a note, interest at Federal Home Loan Discount rate at the time of purchase, interest only payable monthly, principal payable in 5 years.

(B) The General Partners have the power to terminate the partnership by a sale of the partnership property. The proceeds of sale shall be divided as follows:

1. Limited Partners shall be returned their original investment of \$12,500 each; general partners shall be returned their original investment of \$7,500 each.
2. General Partners shall receive the remaining monies, up to a sum equal to 40% of the net proceeds, after Limited Partners have received their initial cash contributions.

72628

3. The balance of this same net proceeds shall be distributed to the Limited Partners according to the percentage of their ownership interest.

(C) A limited partnership interest cannot be less than 7½%. Should a separation or dissolution of marriage be filed with respect to any limited partners, a specific interest cannot be divided so that any one holding is less than 7½%. Either party may be awarded the partnership interest in the separation or dissolution, so long as quarterly assessments are kept current during the pendency of the action. If neither party can afford to assume the partnership interest, then such interest shall be sold under the same terms and conditions as set out in Article 12, paragraph (A) above.

(D) Nothing in this agreement is to be interpreted as a representation by the General Partners that the partnership interests will be liquid or marketable, or that a buyer could be found for an interest herein.

(E) As the main purpose of the partnership is the enjoyment by all partners of the partnership property, the partners acknowledge that there may develop situations where conflicts may arise among partners concerning the use or abuse of the partnership property. A limited partnership interest may be terminated by a majority vote of all the remaining partners (limiteds and generals), for reasons other than nonpayment of the quarterly assessment. For this purpose, each partner shall have one vote, regardless of the percentage of ownership of each. The General Partners shall have the right of first refusal on the terminated interest, and the limited shall have the right if not exercised by the generals, as set out in Article Eleven above.

ARTICLE THIRTEEN: FORFEITURE OF PARTNERSHIP INTEREST

Should any Limited Partner forfeit his/her interest pursuant to Article Seven, Paragraph (B), by nonpayment of the quarterly assessment, will receive no compensation for the loss of interest. Upon a forfeiture, the General Partners and then the Limited Partners will have the right of first refusal to acquire the forfeited interest under the same terms and conditions as outlined in Article Twelve, paragraph (A) above. The monies for purchase of this interest shall be used for partnership purposes, including maintenance or improvement of the real property, credit against the next quarterly assessment or assessments, or for any other valid purpose, at the discretion of the General Partners.

ARTICLE FOURTEEN: DEATH OF A LIMITED PARTNER

The death of one of a couple possessing a limited partnership interest shall not terminate said interest. The death of a single owned limited partnership interest shall cause the interest to be sold under the same terms and conditions as set out in Article Twelve, Paragraph (A) above.

ARTICLE FIFTEEN: BANKRUPTCY OF LIMITED PARTNERS

If a Limited Partner (or one person of a jointly owned Limited Partnership interest) should voluntarily make a petition to declare bankruptcy or should voluntarily or involuntarily commit any act of bankruptcy or is adjudged bankrupt or any chapter proceeding under the Bankruptcy Act is instituted on his/her behalf (in the event of involuntary petition in bankruptcy against him/her), then the partnership interest shall be sold under the same terms and conditions as set out in Article Twelve, Paragraph (A) above.

72628

ARTICLE SIXTEEN: INSANITY OF LIMITED PARTNERS

In the event of the Insanity (as determined by the property authority or court of law having jurisdiction over such matters) of a limited partner, then the limited partnership interest shall be sold under the terms and conditions set out in Article Twelve, Paragraph (A) above.

ARTICLE SEVENTEEN: LIABILITY OF GENERAL PARTNERS

(A) Except where any loss to the Limited Partners is caused by the gross negligence or a breach of fiduciary duty by a General Partner, it is expressly agreed that the General Partner or Partners shall not be personally liable for the return of the capital or any other contributions of the Limited Partner, or any portion thereof, but, on the contrary, that any such return shall be made solely from the Partnership assets.

(B) The General Partner shall not be liable or accountable in damages or otherwise to the Limited Partners of the Partnership for any acts performed by it for any inaction or failure to act in the scope of the authority conferred upon it by this Partnership Agreement or otherwise by law, except for the acts or omissions which constitute gross negligence or breach of fiduciary duty.

(C) Irrespective of the provisions of the Paragraphs (A) and (B) above, the General Partner shall have a fiduciary responsibility to the Limited Partners for the safekeeping and proper use of all assets of the Partnership whether or not such assets are in its immediate possession or control.

ARTICLE EIGHTEEN: CONTINUING AND SUCCESSOR GENERAL PARTNER(S)

(A) Upon the death or insanity of a General Partner, the spouse of said partner shall have the option of assuming the position of General Partner in his stead;

(B) Should the spouse elect not to assume this position, the remaining General Partner shall have the authority to buy all or some portion of the interest of the other, and may also, at his sole discretion, offer all or some of the interest to Limited Partners;

(C) After the option stated in subparagraph (B) above, should there be a minimum of 7% interest remaining unpurchased, the remaining General Partner may, with the consent of the majority of the Limited Partners, authorize the sale of the remaining interest to a third party by the surviving spouse or personal representative of the deceased or incapacitated General Partner;

(D) Should the surviving General Partner not wish to continue the partnership, the partnership shall be dissolved and proceeds divided pursuant to Article Twelve, above.

(E) Upon the expulsion of a General Partner pursuant to Article Nineteen hereafter, or upon the filing of a petition of bankruptcy by a General Partner, the other General Partner may (1) dissolve the Partnership; (2) purchase the bankrupt partner's interest either by himself or in conjunction with Limited Partners, at a price and terms determined by Article Twelve, above.

(F) Should a General Partner decide to retire from the partnership, the remaining General Partner and existing Limited Partners shall be offered this interest at a price determined by and pursuant to the terms contained in Article Twelve, above. If a majority of the limited partners and the remaining General Partner agree, the retiring General Partner may sell his interest to a third party who shall then become

a successor General Partner.

ARTICLE NINETEEN: EXPULSION OF GENERAL PARTNER

(A) Upon the requisite vote to expel a General Partner (that General Partner's interest shall not be counted for the purposes of the voting procedure) with or without cause as described in Article Eight, subparagraph B, 3, a, above but subject to the inability to expel a General Partner after the General Partner elects to dissolve and liquidate the assets of the Partnership, written notice of expulsion shall be served upon the expelled General Partner by certified mail, return receipt requested, or by personal service. Said notice shall set forth the date upon which the expulsion is to become effective, which date shall be not less than 45 days after the service of said notice.

(B) Upon receipt of the notice, the expelled General Partner shall cease to act as the General Partner unless he is the sole remaining General Partner in which event he shall continue in management of the Partnership's business until a successor is elected, but it shall enter into no contract during said period except in the ordinary course of the Partnership's business.

(C) An audited accounting shall be prepared by the Partnership as of said date, said accounting to be prepared by an independent certified public accountant and shall be completed within 60 days after the date of expulsion. The expelled General Partner shall be entitled to receive his interest as provided in Article Eighteen above.

ARTICLE TWENTY: POWER OF ATTORNEY

(A) By executing the signature page of the Agreement, each Limited Partner hereby constitutes and appoints the General Partners as the attorneys-in-fact for such Limited Partner with power and authority to act in his behalf to execute, acknowledge, swear to, file and/or record documents, which will include, but not be limited to, the following:

1. Certificate of Limited Partnership, as well as amendments thereto as required by the laws of the State of California;
2. Any certificates, instruments, and documents, including Fictitious Name Certificates, as may be required by, or be appropriate under, the laws of the State of California;
3. Any document which may be required to effect the continuation of the Partnership, the admission of an addition or substituted Limited Partner, or the termination and dissolution of the Partnership, provided such continuation, admission or termination and dissolution are in accordance with the terms of this Agreement;
4. Any documents, including escrow instructions and amendments, loan documents, including promissory notes, guarantees, deeds of trust, and other security agreements and mortgages, agreements to purchase, lease, rent and exchange the Property or any interest therein, contract orders, including property management contracts, architectural contracts, construction contracts, and all other contracts and documents necessary to carry out the business of this Partnership and the Partners. In addition, it includes the authority to take any further action which the General Partner shall consider necessary or convenient in connection with any of the powers granted to the General Partners pursuant to Article Eight above, hereby giving the General Partners full power and authority to do and perform

72628

each and every act and thing whatsoever requisite and necessary to be done in and about the foregoing as fully as said Limited Partner might or could do if personally present, and thereby ratifying and confirming all that said General Partners shall lawfully do or cause to be done by virtue hereof.

(B) The foregoing Power of Attorney granted by the Limited Partners to the General Partners constituting his attorneys-in-fact:

1. Is a Special Power of Attorney coupled with an interest and is irrevocable;
2. May be exercised by the attorney-in-fact for each Limited Partner by listing all of the Limited Partners, executing any instrument with a single signature of said attorney acting as attorney-in-fact for all of them; and
3. Shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of the interest, except that where the assignee thereof has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the Power of Attorney shall survive the delivery of such assignment for the sole purpose of enabling the attorney-in-fact to execute, acknowledge, swear to, file and/or record any instrument necessary to effect such substitution.

ARTICLE TWENTY ONE: MISCELLANEOUS

(A) This agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart. The signature page of this Agreement may be made a part of the Subscription Agreement and Signature Page document and the original counterpart Signature page of that document is in the custody and being kept by the General Partner.

(B) Attorney Fees In the event a dispute arises between any Partner(s) and the Partnership or between the partners themselves, then the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred.

(C) Tax Audit In the event this Partnership is audited by the Internal Revenue Service, then the costs and expenses incurred to defend and comply with such audit shall be an expense of the partnership.

(D) In the event any sentence or paragraph of this Agreement is declared by a court of competent jurisdiction to be void, said sentence or paragraph shall be deemed severed from the remainder of the Agreement, and the balance of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GENERAL PARTNERS;

Name John Wiley

Address: 17 Lodgehill Court, Danville, CA 94526

Name Edgar Wiley

Name Paul

Address: 2 Tranquility Lane, Vacaville, CA 95688

Name Robert D. Melin

7262

8:55 AM

EXHIBIT "A"

JUN 18 1982

OFFICIAL RECORDS
SOLANO COUNTY CALIF.

LIMITED PARTNERS:

21590

NAME: _____

Initial
Contribution

\$ _____

Russ J. Ayres
FD. Recorder

ADDRESS: _____

11034

I certify this to be a true and correct copy of the record in this office.

Attest:

SEP 8 1982

Russ J. Ayres
COUNTY RECORDER
Solano County, California

ACKNOWLEDGMENT - INDIVIDUAL

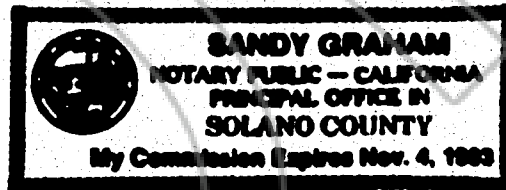
STATE OF CALIFORNIA

COUNTY OF Solano } ss.

On May 26 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared Deborah D McGuire and Paul C McGuire

to be the person 9 whose name are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.
Sandy Graham
Sandy Graham
Name (typed or Printed)



(THIS AREA FOR OFFICIAL NOTARIAL SEAL)

State of California
County of Contra Costa } ss.

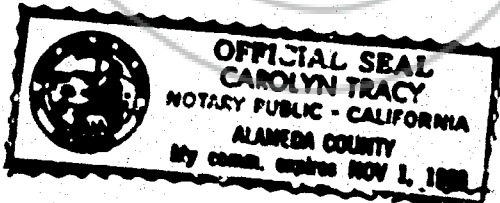
On this the 8th day of June 19 82, before me,

the undersigned Notary Public, personally appeared

JOHN WYRO AND EVANS WYRO (husband & wife)
general partners

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Carolyn Tracy
Carolyn Tracy

72628
LIBER 1082 PAGE 1969

GLENBROOK LOTTERY PROGRAM

We have put together a program that will work as equitably as possible for all partners. We considered several program exchanges and ultimately decided to keep it simple and let the market place control the many variables and alternatives this group can come up with.

In looking at the year and the completion schedule for the home, we have decided to start the weeks on a Friday at 5:00 p.m. and ending on the following Friday at Noon. (The interim time to be spent by the maid on clean up.) We will start the schedule on the 30th of April, 1982. This will allow time for the completion of the house and for Paul and John to get the furniture up and everything in its place.

The Friday to Friday program will work well for all holidays for the next seven years. The one exception to this is Thanksgiving. A Friday to Friday program will break up every Thanksgiving holiday. The best way to avoid this is to make this a two-week selection. Anyone selecting Thanksgiving week will have the house from the Friday before Thanksgiving until the Friday following the Thanksgiving weekend, (i.e., November 19 through December 3, 1982). This will count as two weeks and the second week will be counted as the last week to be selected by the partner selecting Thanksgiving.

The mechanics of the selection process and how it will function through the years are shown on the following pages. First is the "Lottery Drawing Sequence" which provides for four rounds of drawing according to numbers drawn at the First Annual Lottery Party. These numbers will stay with each partner throughout the life of the partnership. Each limited partner has four weeks and each general partner has ten weeks. There will be 13 numbers in each round to distribute the 52 weeks over the four rounds. With each number representing four weeks, each limited partner share (7%) will have one number and each general partner share (20%) will have two numbers and share one number between the two general partners. Should a limited partner have more than 7%, the mechanics of determining the draw on a shared share shall be determined by the two partners. The second chart shows how the progression will work over the years.

Once the drawing is complete, whatever arrangement one wishes to make with respect to trades, etc., are up to each partner. Good luck, and we hope it works well for all. Should we find shortcomings in the process, we will attempt to correct them. We do realize it is probably not perfect for everyone, but we trust your ingenuity and friendship to make it work.

Paul McQuinn

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$15.00 pd

1982 OCT 27 AM 11:54

SUZANNE BEAUDREAU
RECORDER

Sida Matus
rec.

72628