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HEAVENLY VIEW PARTNERS  
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SAN DIEGO, CA 92121  
ATTN: BEVERLY SCHULER

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STATEMENT AND AGREEMENT OF PARTNERSHIP OF HEAVENLY VIEW PARTNERS

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**STATEMENT AND AGREEMENT OF PARTNERSHIP**

**OF**

**HEAVENLY VIEW PARTNERS**

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# STATEMENT AND AGREEMENT OF PARTNERSHIP OF

## HEAVENLY VIEW PARTNERS

The undersigned parties voluntarily associate themselves to form a General Partnership pursuant to the terms and conditions set forth in this Agreement. This General Partnership Agreement is effective as of \_\_\_\_\_, 199\_\_.

### 1. NATURE OF PARTNERSHIP

1.1. Name of Partnership. The name of the Partnership shall be Heavenly View Partners.

1.2. Statement of Partnership. The Partnership shall promptly cause this Statement and Agreement to be recorded in San Diego County, California and in each county in Nevada in which the Partnership owns or contemplates owning real property or any interest in real property.

1.3. Fictitious Business Name Statement. The Partners shall sign, concurrently with the execution of this Agreement, a Fictitious Business Name Statement, for the Partnership under the name of Heavenly View Partners, and shall cause the Certificate to be filed with the County Clerk of San Diego County.

1.4. Description of Partnership Business. The Partnership is formed for the primary purpose of acquiring, maintaining and holding unimproved real property (referred to herein as the "Partnership Property") for investment purposes. The Partnership Property may be encumbered by deed(s) of trust securing promissory note(s) (referred to herein as the "Acquisition Note(s)") given by, or assumed by (including "subject to") the Partnership. The Partnership shall enter into a Co-Tenancy Agreement with three other general partnerships. Each Co-Tenant shall hold an undivided one-fourth (1/4) interest in real property.

1.5. Term of Partnership. The Partnership shall commence upon the execution of this Agreement and shall continue until terminated as hereinafter provided. The Partnership shall not terminate automatically upon the admission, withdrawal, incapacity, death, bankruptcy or insolvency of a Partner.

1.6. Place of Business. The principal place of business of the Partnership shall be 5186 Carroll Canyon Road, San Diego, California, 92121 and/or at such other place or places as may from time to time be designated by the Partnership.

### 2. FINANCIAL

2.1. Contribution to Capital. The names and addresses of all Partners, the initial number of their Partnership Units, and their initial percentage of ownership interest in the Partnership represented by those units are listed in Exhibit "A," attached hereto and incorporated as though fully set forth at length herein.

2.1.1. Upon execution of this Agreement, each Partner shall contribute \$1.00 to the capital of the Partnership for each Unit purchased, payable as follows:

(i) \$ 1.00 in cash upon execution of this Agreement (such Partners are referred to herein as the "All Cash Partners"); or

(ii) \$ 0.32 in cash and \$ 0.68 by delivery of a full recourse promissory note ("Promissory Note") payable in one hundred twenty (120) equal monthly installments ("such Partners are referred to herein as the "Leveraged Partners"). Interest payments on any Leveraged Partner's Promissory Note shall not be considered to be capital contributed to the Partnership.

2.1.2. Each Partner who executes a Promissory Note in favor of the Partnership hereby grants to the Partnership a security interest in such Partner's ownership interest in the Partnership to further secure payment of such Partner's Promissory Note(s). Such Partner shall execute all documents necessary to perfect the Partnership's security interest in all of such Partner's Partnership Units. Those documents include, but are not limited to, the documents described in the Article titled "Security Agreement".

2.1.3. Each Partner hereby authorizes the Partnership to obtain, at the Partner's expense, a consumer credit report from any consumer credit reporting agency. Each Partner hereby instructs such consumer credit reporting agencies to issue a consumer credit report on such Partner to the Partnership.

## 2.2. Additional Contributions to Capital.

2.2.1. Except for the "required amounts" described in the immediately following subsection, no Partner shall be allowed to make a voluntary contribution to capital without the written consent of the Partnership.

2.2.2. Each Partner must, as an additional capital contribution, contribute to the Partnership such Partner's pro-rata share of such amounts as are necessary to enable the Partnership to make all payments required in connection with the ownership of the Partnership property and/or the conduct of the Partnership business (hereinafter called the "required amounts"), including, but not limited to, taxes, interest, principal payments on any note secured by a mortgage on such property, insurance premiums, payments which, in the reasonable judgment of the Partners, are necessary for the preservation and maintenance of Partnership property and all amounts which are necessary to enable the Partnership to pay salaries or any legal, accounting or other fees. Partners shall receive an additional Unit for each additional dollar (\$1.00) of capital contributed to the Partnership.

Each Partner's pro rata share of the required amounts shall be determined by a fraction, the numerator of which is each respective Partner's number of Units owned and denominator of which is the number of Units owned by all Partners. The numbers of such Units shall be determined by reference to the most recent Exhibit "A" of this Agreement as it may be modified to reflect additional capital contributions, or in the most recent supplemental agreement executed pursuant to the Section titled "New Partners."

2.2.3. At least 15 days preceding the due date of any required amounts under subsection 2 of this Section, the Signatory Partner shall notify each Partner in writing, setting forth in such notice the amount of the payments due, the due date and such Partner's pro rata share thereof. Each Partner shall remit to the Partnership, in care of the Signatory Partner, such Partner's share of such payment.

2.2.4. The failure of any Partner to contribute, in the manner and on or before the due date herein specified, an amount equal to such Partner's entire pro rata share of the required amounts described in this Section shall be deemed a "default." Upon the occurrence of any default, if such default is not cured within thirty (30) days after written notice of such default is given to the defaulting Partner, the Partnership shall have the option of pursuing any and all rights and remedies available, including, but not limited to, any of the actions described in the Article titled "Default" of this Agreement.

2.3. Withdrawal of Capital. No portion of the capital contributed to the Partnership may be withdrawn at any time without the written consent of the Partnership. Absent the consent of all Partners, any such withdrawal must be in the same ratio as the Partners share in ownership of the Partnership, as set forth in the most recent Exhibit "A" of this Agreement.

2.4. Interest on Capital. No Partner shall be entitled to interest on capital contributed to the Partnership.

2.5. Books of Account. Complete and accurate accounts of all transactions of the Partnership shall be kept by an agent of the Partnership to be designated by the Signatory Partner.

2.6. Inspection of Books. The books of account and other records of the Partnership shall, at all times, be kept at 5186 Carroll Canyon Road, San Diego, California, 92121, or at such other place or places as may from time to time be designated by the Partnership. At all reasonable times, any of the Partners shall have access to, and may inspect and copy, any of the Partnership records or books.

2.7. Method of Accounting. The books of account of the Partnership shall be on a cash basis.

2.8. Fiscal Year. The fiscal year of the Partnership shall end on the 31st day of December each year.

2.9. Definitions. The terms "net profits" and "net losses" as used in this Agreement shall mean the net profits and net losses of the Partnership as determined by cash basis of accounting for each accounting period.

2.10. Profits and Losses. The net profits and net losses of the Partnership shall increase or decrease, as the case may be, the Partners' capital accounts in the same ratio as their ownership interest in the Partnership, as set forth in Exhibit "A" of this Agreement. Each Partner's ownership interest in the Partnership shall be based on the amount of capital contributed to the Partnership by such Partner compared to the total amount of capital contributed to the Partnership.

2.11. Distributions. Distributions shall decrease the Partners' capital accounts in the same ratio as the Partners' ownership interest in the Partnership, as set forth in the most recent Exhibit "A" of this Agreement. The Partnership is unlikely to make any distributions before the sale of its real property.

2.12. Capital Accounts, Units Owned. There shall be maintained for each Partner a capital account. Initially, the capital account of each Partner shall consist of his contribution to the initial capital contributed to the Partnership as set forth in Exhibit "A." Any additional capital contributions made pursuant to this Agreement shall be a credit to the contributing Partner's capital account. Capital accounts shall also be increased or decreased due to profits, losses, or distributions, as stated in this Agreement. The capital accounts described in this Section shall be maintained for tax accounting purposes only. These capital account calculations are distinct, separate, and do not apply to the method of determining each Partner's capital contributed to the Partnership as reflected in the most recent Exhibit "A".

2.13. Bank Accounts. All funds of the Partnership shall be deposited in accounts in the name of the Partnership at such bank or banks as may from time to time be selected by the Signatory Partner. Checks written on any Partnership account may be signed by the Signatory Partner or an agent of the Signatory Partner.

### 3. SECURITY AGREEMENT

3.1. Collateral. Each Partner hereby grants to the Partnership a security interest in such Partner's ownership interest in the Partnership (referred to herein as the "Collateral") to further secure (i) all of such Partner's obligations under this Agreement and (ii) payment of such Partner's Promissory Note(s), if any.

3.1.1. The security interest hereby created shall attach immediately upon execution of this agreement by Debtor and shall secure the payment and performance of (i) the terms of the Statement and Agreement of Partnership and (ii) the Promissory Note, if any.

3.1.2. The Parties shall execute any Financing Statement(s) required to perfect the security interest created by this Agreement. Such Financing Statement(s) shall be on a form or forms approved by the California Secretary of State. The Partnership shall pay the filing fee required by the California Secretary of State.

### 4. PARTNERS

4.1. Definition. As used in this Agreement, the term "Partners" shall mean the original Partners named in the most recent Exhibit "A" attached hereto, any successor in interest to the original Partners' respective ownership interests in the Partnership and any new Partners admitted to this Partnership. No person(s) shall be admitted to this Partnership unless such person is an original Partner or a successor in interest to an original Partner.

4.2. Signatory Partner. Each Partner hereby agrees that \_\_\_\_\_  
Ronald E. Kaelberer shall serve as the "Signatory Partner."



4.2.1. The Signatory Partner is hereby empowered to:

- (i) sign documents on behalf of the Partnership;
- (ii) hire a secretary to administer notices and tax bills, and to pay said secretary \$100.00 per month from Partnership funds;
- (iii) hire a collection agent to administer collection and disbursement of funds;
- (iv) hire any persons or entities, as an employee and/or an independent contractor, as C.P.A., accountant and/or bookkeeper to do all partnership accounting and bookkeeping along with the preparation of year end tax returns. The Signatory Partner may authorize payment to all such persons fees in the approximate annual total amount of \$6,000.00 from Partnership funds;
- (v) obtain a liability insurance policy covering the Partnership Property and pay the premium for such policy from Partnership funds; and
- (vi) approve and execute the Purchase Agreement and Co-Tenancy Agreement on behalf of the Partnership.

4.2.2. Any person, including, but not limited to, title companies, lenders, escrow companies, purchasers, and trustees, may rely upon written documents signed by any Signatory Partner, including, but not limited to, escrow instructions, notes, deed(s) of trust, grant deeds, checks and contracts.

4.2.3. Any Signatory Partner may (i) be removed as Signatory Partner by the affirmative vote of a majority in interest of the capital contributed to the Partnership; or (ii) resign at any time. In either such event, a new Signatory Partner shall be elected by the General Partners.

4.3. Tax Matters Partner. Subject to the Section titled "General Partner's Right to Control the Partnership," the Signatory Partner shall serve as the Tax Matters Partner ("TMP") for the Partnership, pursuant to Sections 6221-6231 of the Internal Revenue Code of 1954, as amended ("Code").

4.3.1. The powers and responsibilities of the TMP shall include, but are not limited to, the following:

- (i) The TMP will be responsible for notifying the Internal Revenue Service of Partners' names and current addresses to ensure proper notification of all Partners in the event of an administrative proceeding;
- (ii) The TMP will keep Partners informed of all administrative and judicial proceedings to the extent required by the Treasury Regulations;
- (iii) The TMP will act on behalf of the Partnership in negotiating tax settlement agreements and/or requesting administrative adjustments (however, this provision does

not restrict or otherwise limit the rights of individual Partners to participate in such proceedings as provided in the Code);

(iv) In accordance with the Code, the TMP will have the exclusive right to appeal any final Partnership administrative adjustment within the first ninety (90) days after the mailing of such notice (in the event that such appeal is not made within the 90 day period, individual Partners may then appeal on behalf of the Partnership during the immediately succeeding sixty (60) day period);

(v) The TMP may, by writing, extend the period for tax assessment with respect to Partnership items, and such an extension will be binding on all Partners; and

(vi) All other powers and responsibilities which may be required to effectively perform the duties of the TMP pursuant to the Code and Treasury Regulations.

4.3.2. These provisions appointing the Signatory Partner as the TMP are not intended to preempt or to otherwise limit the individual rights of other Partners, as permitted under the Code. The TMP shall be reimbursed for all reasonable expenses incurred in performing the TMP duties, including, but not limited to, reasonable expenses incurred in administrative or judicial proceedings.

4.4. Retirement Plan Owner. Anything in this Agreement to the contrary notwithstanding, if an IRA or other qualified retirement plan (collectively referred to herein as an "IRA") is a Partner, the IRA owner may make any additional capital contribution required of the IRA. In that event, the IRA owner shall become a Partner and own, in an individual capacity, an interest in the Partnership equal to the capital contributed to the Partnership by the IRA owner. Unless the IRA owner is already an individual Partner, the books and records of the Partnership shall reflect the admission of the IRA owner as a new individual Partner separate and distinct from the IRA Partner. The Partnership and the new IRA owner Partner shall comply with all provisions of the Section titled "New Partners" except for the written approval of a majority vote of the Partnership.

When an IRA owner makes a contribution to the capital contributed to the Partnership, in lieu of the IRA Partner doing so, the IRA Partner shall not be in default. The rights and procedures described in this section are available only to IRA Partners and IRA owners. Nothing described in this section shall be deemed to be a sale or a transfer of an interest in the Partnership

4.5. New Partners. Except as otherwise provided in this Agreement, new Partners may be admitted to this Partnership only upon the approval in writing of a majority in interest of the capital contributed to the Partnership. In any case, a supplemental agreement, in terms satisfactory to the Partnership, shall be executed by each new Partner setting forth:

4.5.1. The amount of the Partnership capital and allocation thereof among the Partners;

4.5.2. The percentages in which the Partnership profit and loss shall be thereafter shared or borne; and

4.5.3. A statement that all Partners shall be bound by this Partnership Agreement as amended by the supplemental agreement.

## 5. RIGHTS AND DUTIES OF PARTNERS

### 5.1. General Partners' Right to Control the Partnership.

5.1.1. Notwithstanding the provisions of the Section titled "Signatory Partner," each Partner (other than the Non-Voting Partners defined below) shall participate in the control, management, and direction of the business of the Partnership.

5.1.2. All Partnership decisions shall be made in accordance with the vote of a majority of the interests in the capital contributed to the Partnership owned by Partners entitled to vote. For purposes of this Agreement, the term "majority in interest of the Capital contributed to the Partnership" shall mean a vote of more than 50% of the capital contributed to the Partnership (excluding the capital interests of the Non-Voting Partners), each Unit being entitled to one (1) vote. Partnership decisions may be made at meetings of the Partners or by written assent of the Partners.

5.1.3. Louis V. Schooler, Western Financial Planning Corporation and any and all persons or entities entering into a sale or exchange of any property with the Partnership or receiving compensation of any kind from either Louis V. Schooler and/or Western Financial Planning Corporation shall be "Non-Voting Partners." Non-Voting Partners shall not be entitled to any of the voting privileges described in this Agreement. However, Non-Voting Partners shall be entitled to all other rights and privileges granted to all other General Partners by the terms of this Agreement.

5.2. Written Assent of Partners. Any Partner may request that an issue be decided by written assent of the Partners. The Signatory Partner shall send notice of such issue to all Partners at the addresses listed in the most recent Exhibit "A" attached hereto. If the Signatory Partner receives from the Partners within three(3) months the necessary majority vote in writing, a Partnership decision shall be deemed to be made.

5.3. Time Devoted to the Partnership. None of the Partners shall be bound to devote all of his business time to the affairs of the Partnership. Each shall devote so much of his time to the Partnership business as is necessary or advisable and may, during the continuance of this Agreement, engage in any activity for his own profit or advantage, without the consent of the other Partners, including activities which are in competition with this Partnership.

5.4. All Cash Partners. It is agreed by all Partners that the All Cash Partners shall have no personal liability for any Acquisition Notes. The Partnership is relying on the payments from the Promissory Note delivered by each Leveraged Partner to make the payments required by any Acquisition Note.

5.5. Reimbursement of Expenses. If the Partnership incurs any liability because of the act of any Partner not contemplated by this Agreement, such Partner shall reimburse the Partnership on demand for all costs, expenses, attorneys' fees and liabilities arising in connection

therewith. The Partnership shall reimburse the Signatory Partner for expenses incurred on behalf of the Partnership in good faith in accordance with this Agreement.

## 6. DEFAULT

6.1. Events of Default. Each Partner shall be in default under this Agreement and under Division 9 of the Uniform Commercial Code of California upon occurrence of any of the following events:

6.1.1. The failure of a Partner to make any capital contribution as called for pursuant to the Article titled "Financial";

6.1.2. The failure of a Partner to pay any installment described in such Partner's Promissory Note(s), if any, when due;

6.1.3. If a Partner shall fail to promptly pay or perform, when due, any obligation secured by this Agreement or the security interest created by this Agreement;

6.1.4. If there is any misstatement or false statement or representation in connection with this Agreement.

6.1.5. If a Partner shall fail to keep or observe any warranty or covenant of such Partner contained in this Agreement or any other agreement existing between such Partner and the Partnership or fail to comply with or perform any of such Partner's obligations, agreements or affirmations under or emanating from this Agreement or the evidence of obligation.

6.2. Rights and Remedies. Upon the occurrence of any default, if such default is not cured within thirty (30) days after written notice of such default is given to the defaulting Partner, the Partnership shall have the option of pursuing any and all (i) rights and remedies afforded a secured party by the chapter on "Default" of Division 9 of the Uniform Commercial Code of California and (ii) other rights and remedies available, including, but not limited to, the following:

6.2.1. If the default is monetary or nonmonetary, WFP or any of its affiliated entities may purchase the entire Partnership interest of such defaulting Partner at a purchase price equal to fifty percent (50%) of the defaulting Partner's "reduced capital account." For purposes of this agreement, reduced capital account shall be determined by subtracting each of the following items from the defaulting Partner to the Partnership, the full amount of the default and accrued interest, expenses, costs, finance charges, and fees caused by damages resulting from the default. WFP or its affiliated entity shall also assume the defaulting Partner's Promissory Note(s), if any.

6.2.2. If WFP or one of its affiliated entities does not elect to purchase the defaulting Partner's interest, the Partnership may do so on the terms described above. If the Partnership elects to purchase the Partnership interest of a defaulting Partner, the Partnership shall also elect to: (i) disburse such Partnership interest to the remaining Partners in proportion to the remaining Partners' then current interest in the Partnership capital; or (ii) sell such Partnership interest.

6.2.3. If the Partnership does not elect to purchase the defaulting Partner's interest other Partners may do so on the terms described above. If two or more Partners do not wish to purchase the defaulting Partner's interest, a single Partner may do so, and if no Partners wish to purchase it, a third party may do so. Any purchase by Partners, a single Partner or a third party will be conditioned upon payment directly to the Partnership of that portion of the purchase price equal to the amount of the default, plus accrued interest, expenses, costs, finance charges and fees caused by damages resulting from the default. The remaining portion of the purchase price shall be payable to the defaulting Partner pursuant to subsection 1 of this Section. If the sale is to a third party, it shall be subject to the right of first refusal provisions of the Section titled "Right of First Refusal on Sale or Transfer of Partnership Interest" hereof, except that the notice period may be reduced from thirty (30) to seven (7) days at the option of the Partnership. No public notice of sale or public bidding shall be required. As a condition to any purchase of the defaulting Partner's interest, the purchaser shall assume all of the defaulting Partner's liability on any Promissory Notes, personal promissory notes, guarantees or other obligations in connection with the Partnership.

6.2.4. If the default relates to the Partner's obligations under such Partner's Promissory Note, the Partnership shall have the right (but not the obligation) to commence any and all legal proceedings to enforce its rights under the defaulting Partner's Promissory Note(s) and/or this Agreement; and

(i) All unpaid installments of such defaulting Partner's Promissory Note(s) shall then become due and payable; and

(ii) The unpaid installments of such defaulting Partner's Promissory Note(s) shall continue to bear interest at the highest lawful rate.

6.2.5. In connection with its exercise of any right or remedy pursuant to the Security Agreement contained herein, the Partnership may demand reimbursement for any loss, cost or expense, including, but not limited to, expenses incurred in collecting sums payable by a Partner on such Partner's obligation secured by this Agreement or otherwise, in checking, handling and collection of the Collateral, or in preparation and enforcement of any agreement relating to the Collateral.

6.2.6. The Partnership may assign its rights under the Security Agreement contained herein and the security interest created hereby. Should the Partnership do so, the Partnership's assignee shall be entitled, upon written notice of the assignment being given by the Partnership to the Partner to all performance required of such Partner by this Agreement and all payments and monies secured by this Agreement

6.2.7. The defaulting Partner shall have no vote during the pendency of any default, and such defaulting Partner's ownership interest in the capital contributed to the Partnership shall not be counted for purposes of determining the requisite majority vote.

6.2.8. The defaulting Partner shall not thereafter be allocated or receive any distributions or allocations of profits or losses of the Partnership, unless and until such default is completely cured prior to sale of such Partner's Partnership interest. After notice of default from

the Signatory Partner, the allocation or distribution to which such Partner shall be entitled shall be allocated or distributed to the remaining Partners in accordance with their respective interests in Partnership allocations and distributions, as set forth in the Sections titled "Profits and Losses," "Distributions" and "Capital Accounts" of this Agreement, for the entire period during which such default shall have continued until a sale of the defaulting Partner's interest.

6.2.9. The defaulting Partner hereby appoints the nondefaulting Partners, or any of them, as attorney-in-fact to execute such documents as may be necessary or desirable in order to transfer or encumber his Partnership interest in the manner selected by the Partnership. If the Partnership interest is sold, the defaulting Partner shall have no right, title or interest in or to the Partnership, its assets or the income therefrom.

6.2.10. To the extent that the rights and remedies provided by the California Commercial Code are in conflict with this Agreement, the terms of this Agreement shall control.

6.2.11. The failure or delay of the Partnership to exercise any right, power or remedy shall not operate as a waiver thereof, but all rights, powers or remedies shall continue in full force and effect until all of the Partner's obligations are fully paid and performed.

6.2.12. All of the Partnership's rights and remedies under this Agreement are cumulative in nature and none are exclusive.

## 7. TERMINATION OF PARTNERSHIP RELATION

7.1. Duration of Partnership. The Partnership shall begin as of the date of this Agreement and shall continue until the first to occur of the following events:

7.1.1. The expiration of twenty-five years from the date of this Agreement;

7.1.2. The sale of all of the Partnership assets; or

7.1.3. The decision of a majority of the interests in the capital contributed to the Partnership.

### 7.2. Transfer of a Partnership Interest.

7.2.1. A Partner may not sell, transfer, assign or subject to a security interest such Partner's interest in the Partnership or any part thereof except as provided herein. Any assignment or other transfer contrary to this provision shall be void and of no effect.

7.2.2. Any sale, assignment or transfer shall be made by written instrument satisfactory in form to the Signatory Partner, accompanied by such assurance of the genuineness and effectiveness of each signature as may reasonably be required by the Signatory Partner. Before any assignment or other transfer is made, the transferor and/or transferee shall reimburse the Partnership for all expenses it has incurred, including, but not limited to, attorneys' fees.

### 7.3. Right of First Refusal on Sale or Transfer of Partnership Interest.

7.3.1. Except as otherwise provided in this Agreement, no one may sell or transfer their interest in the Partnership or any portion thereof. Any one desiring to sell their interest shall first offer (the "Transfer Offer") to sell such interest to the remaining Partners in proportion to the remaining Partners' then current interests in Partnership capital at a price equal to the balance of the selling Partner's capital account. The purchase price, in an amount up to the amount of the unpaid principal balance (plus accrued unpaid interest) of the selling Partner's Promissory Note, shall be paid by assumption of such note by the purchasing Partners. The balance of the purchase price shall be paid in five equal annual installments bearing interest at the rate of three and one-half (3.5%) per annum, payable annually. (Each buying Partner shall give the selling Partner a promissory note equal to such buying Partner's pro rata share of the unpaid balance.) The selling Partner shall put the Transfer Offer in writing and give the other Partners a minimum of thirty (30) days from the date of making the Transfer Offer in which to accept or reject said offer.

7.3.2. If any Partners do not elect to purchase their pro rata share of the interest offered for sale, the other Partners may purchase the share not taken in the proportion which their respective interests in the Partnership capital bear to each other. The Transfer Offer shall be deemed rejected in its entirety unless the acceptance of the various Partners applies to the entire interest offered for sale. If the Transfer Offer is accepted in its entirety, the Partner or Partners accepting the Transfer Offer shall have an additional sixty (60) days in which to raise the funds necessary to meet the terms of the offer. If no other Partner purchases the interest offered for sale, the selling Partner may sell such interest to any other bona fide purchaser upon the terms described in this Section. If the selling Partner is unable to sell such interest to a bona fide purchaser upon such terms and desires to sell such interest upon other terms, the selling Partner must first offer to sell such interest to the remaining Partners, in the manner hereinabove described, upon such other terms. In any event, the selling Partner may not sell such interest for a purchase price that exceeds the selling Partner's capital account (described in the Section titled "Capital Accounts").

7.3.3. Any Partner may transfer its entire Partnership interest to WFP or any of its affiliated entities without obtaining the written approval ("Transfer Approval") of a majority in interest of the capital contributed to the Partnership and without making a Transfer Offer.

7.3.4. WFP or any of its affiliated entities may transfer all or any portion of its Partnership Interest to a third party without Transfer Approval and without making a Transfer Offer.

7.3.5. Any Partner may transfer all or any part of his/her Partnership interest by gift, without Transfer Approval and without making a Transfer Offer only if such gift is made to either the Partner's spouse, a member of the Partner's family, persons adopted by a member of the Partner's family, or to a trust, of which such Partner is trustee, for the benefit of one or more members of the Partner's family. The phrase "member of the Partner's family" is defined to include only the lineal descendants of the Partner's ancestors.

7.4. Dissolution. When any dissolution of the Partnership under this Agreement or applicable law occurs, the continuing operation of the Partnership's business shall be confined to those activities reasonably necessary to wind up the Partnership's affairs, discharge its obligations,

and preserve and distribute its assets. Notice of dissolution shall be published as required by California statute.

7.5. Liquidation of the Partnership.

7.5.1. Within a reasonable time after the dissolution of the Partnership and the termination of its business, the real property and all other assets then owned by the Partnership (other than the Partners' Promissory Notes owed to the Partnership) shall be sold and the proceeds thereof shall be applied in the following order and priority:

(i) The expenses of liquidation and debts of the Partnership, other than debts owing to the Partners, shall be paid.

(ii) Such debts as are owing to the Partners, including unpaid fees, loans and advances made to the Partnership shall be paid.

(iii) The balance in each Partner's capital account shall be paid after it has been increased or decreased for any profit or loss as shall have accrued from the date of last posting to these accounts. For purposes of this subsection, unless a Partner has paid the unpaid principal balance and all accrued interest of such Partner's Promissory Note(s) prior to the date of distribution pursuant to this subsection, the Partnership shall deduct the total unpaid principal balance and all accrued interest of such Promissory Note(s) from the amount of the distribution due such Partner pursuant to this subsection. Such deduction shall be deemed to be a cash distribution to such Partner in the amount of the unpaid principal balance, plus accrued unpaid interest, of such Partner's Promissory Note(s).

7.5.2. Any gain or loss arising out of the disposition of Partnership assets during the course of liquidation shall be increased or decreased to the Partners in the same proportions as profits and losses were distributed prior to liquidation. A negative balance in the capital account of any Partner, after all the debts of the Partnership are paid and the posting of profits is completed, shall constitute an obligation from that Partner to the other Partners, to be paid forthwith, upon demand. At the election of a majority in interest of the capital contributed to the Partnership, any promissory note or other obligation payable to the Partnership (other than a Partner's Promissory Note) may be distributed to Partners "in kind" and administered through a collection agency, rather than selling the note at a discount.

7.6. Right to Sell and Compensation Therefor. Should the Partnership elect to sell any Partnership real property, the Partnership hereby grants to WFP, as additional compensation for its organizational services, the right to represent the Partnership as its Broker for the sale of said property. WFP may also assign its rights and/or delegate its duties as Broker to an affiliate. WFP, or an affiliate, shall receive, as compensation for consummating any sale, an amount equal to ten percent (10%) of the selling price of any unimproved real property and six percent (6%) of the selling price of any improved real property. For purposes of this section, "improved real property" shall mean real property with a building(s) on it. This exclusive right shall expire as of midnight on December 31, 2017.



8. SPECIAL POWER OF ATTORNEY

8.1. Appointment of Signatory Partner.

8.1.1. Each Partner hereby makes, constitutes and appoints the Signatory Partner his/her true and lawful attorney, in his/her name, place and stead, from time to time:

(i) To make all agreements amending this Agreement, as now and hereafter amended, that may be appropriate to reflect:

(a) A change of the name or the location of the principal place of business of the Partnership.

(b) The disposal by any Partner of his/her interest in the Partnership in any manner permitted by the Agreement, and any return of the capital contribution of a Partner (or any part thereof) provided for by the Agreement.

(c) A person becoming a Partner of the Partnership as permitted by the Agreement.

(ii) To make such certificates, instruments and documents as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Partnership is doing or intends to do business, in connection with the use of the name of the Partnership by the Partnership.

(iii) To make such certificates, instruments and documents as may be required of the Partners or as may be appropriate for the Partners to make, by the laws of any state or other jurisdiction, to reflect:

(a) A change of address of said Partners.

(b) Any changes in or amendments of the Agreement, or pertaining to the Partnership, of any kind referred to in subsection 1 of this Section.

(c) Any other changes in or amendments of the Agreement, but only if and when the consent of a majority in interest or other required percentage of the Partners has been obtained.

(iv) To convey (as defined in Section 1510.5(2) of the California Corporations Code) title to real property, standing in the Partnership name, by a conveyance executed in the Partnership name.

8.1.2. Each of such agreements, certificates, instruments and documents shall be in such form as the Signatory Partner and the legal counsel for the Partnership shall deem appropriate. The powers hereby conferred to make agreements, certificates, instruments and documents shall be deemed to include the powers to sign, execute, acknowledge, swear to, verify, deliver, file, record and publish the same.

8.1.3. Each Partner authorizes the Signatory Partner to take any further action which the Signatory Partner shall consider necessary or convenient in connection with any of the foregoing, hereby giving the Signatory Partner full power and authority to do and perform each and every act and thing whatsoever requisite, necessary or convenient to be done in and about the foregoing as fully as each Partner might or could do if personally present, and hereby ratifying and confirming all that the Signatory Partner shall lawfully do or cause to be done by virtue hereof.

8.2. Irrevocable. The power of attorney granted by this article shall be deemed coupled with an interest and shall not be affected by the subsequent incapacity or death of the principal, or the assignment of all or any part of his/her interest as a Partner until the transferee or assignee shall execute and acknowledge a grant of a written Power of Attorney and the Agreement as then constituted.

8.3. Subject to this Agreement. The power of attorney granted by this Article is subject to the terms of this Agreement.

## 9. GENERAL PROVISIONS

9.1. No Waiver. Failure, at any time(s), to require strict performance by a Partner of any of the provisions, warranties, terms and conditions contained in the Security Agreement or any other agreement, document or instrument now or hereafter executed by such Partner and delivered to the Partnership shall not waive, affect or diminish any right of the Partnership to demand strict compliance and performance therewith and with respect to any other provision, warranties, terms and/or conditions contained in such agreement, documents, and instruments. Any waiver of any default or breach shall not waive or affect any other default or breach, whether prior or subsequent thereto, and whether the same or of a different type.

9.2. Representations. The representations, warranties, covenants, agreements and indemnities set forth in or made pursuant to this Agreement, or in any instrument, certificate, opinion, or other writing provided for in it, shall remain operative, shall be deemed made upon execution of this Agreement and shall not be merged therein.

9.3. Examination. Each party has relied upon its own examination of the entire Agreement, and the warranties, representations, and covenants expressly contained in the Agreement itself. The failure or refusal of either party to inspect the Agreement or other documents, or to obtain legal advice relevant to this transaction, constitutes a waiver of any objection, contention, or claim that might have been based upon such reading, inspection or advice.

9.4. Employees. The fact that a Partner or a member of his family is employed by, or is directly or indirectly interested in or connected with any firm or corporation employed by the Partnership to render or perform a service, or from whom or which the Partnership may purchase real property, shall not prohibit the Partnership from executing a purchase agreement with or employing any such person, firm or corporation or from otherwise dealing with him or it in transactions entered into in good faith.

9.5. Notices. Any and all notices between the parties hereto, provided for or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served

when personally delivered to a Partner, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Partner at his address as set forth in the most recent Exhibit "A" of this Agreement, or to such other place as may from time to time be specified in a notice, given pursuant to this Section, as the address for service of notice on such Partner.

9.6. Gender and Number. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

9.7. Investment Interest. Each Partner represents and warrants to the other Partners that such Partner is sufficiently experienced in real estate investment and business matters to recognize that this Partnership is newly organized and has no history of operation and is a speculative venture. Each Partner further recognizes that there is no public market for the Partnership interests being purchased and that it may not be possible to liquidate an investment in the Partnership in case of an emergency because the transferability of Partnership interests is restricted. Each Partner further recognizes that there are substantial risks in this investment and it is possible that such Partner may lose the total amount of said investment. Each Partner further recognizes that projections, with respect to any project, furnished by any other partner are estimates based on data procured from third parties and should not be deemed predictions or guarantees of the results of the project. Each Partner represents and warrants that such Partner is investing for such Partner's own investment account, without intentions of further selling or distributing the investment, except to a trust for the benefit of family members.

9.8. Litigation. In the event any party commences litigation for the judicial interpretation, enforcement or rescission hereof or any action relating to (i) this Agreement; (ii) the Partnership; or (iii) Partnership affairs, the prevailing party shall be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" means the party determined by the Court to have most nearly prevailed, even if such party did not prevail in all matters; not necessarily the one in whose favor a judgment is rendered.

9.9. Document Execution. Each party hereto agrees to execute, with acknowledgement or affidavit if required, any and all documents and writings which may be necessary or expedient in the creation of this Partnership and the achievement of its purposes.

9.10. Representative Capacity. Anything herein to the contrary notwithstanding, during any period that any Partnership interest herein is subject to administration in an estate, guardianship or conservatorship, such interest shall be ignored in determining the consents or agreements required for the taking of any action by the Partnership, it being intended that the difficulty in obtaining consents or agreements from any person acting in such representative capacity shall not interfere with or impede the conduct of Partnership affairs.

9.11. Indemnity. If, as a result of a Partner's commission of an act not authorized by or in breach of this Agreement (such Partner is referred to herein as the "Breaching Partner"), any other Partner or the Partnership is made a party to any obligation or otherwise incurs any loss, damages or expenses, the Breaching Partner shall indemnify, hold harmless, defend and reimburse

the Partnership or other Partner for any and all of such loss, damages and expenses incurred, including attorneys' fees. The interest of the Breaching Partner in this Partnership may be charged therefor.

9.12. Counterparts. This Agreement, or any amendment thereto, may be executed in multiple counterparts, each of which shall be deemed an original Statement and Agreement of Partnership, and all of which shall constitute one Statement and Agreement of Partnership, by each of the Partners hereto on the dates respectively indicated in the acknowledgments of said Partners, notwithstanding that all of the Partners are not signatories to the original or the same counterpart. The Partners hereby authorize the Signatory Partner to remove the signature pages of this instrument from any counterpart copy and attach all such signature pages to a single instrument so that the signatures of all Partners will be physically attached to the same document.

9.13. Joint Ownership. For all purposes hereunder, in those cases where two or more persons are indicated as one Partner, holding such Partnership interest as tenants in common, joint tenants or as community property, the following shall apply:

9.13.1. To the extent required by law, such persons shall each be considered as Partners hereunder, each shall be deemed to have contributed equally to the capital contribution indicated in the most recent Exhibit "A" opposite their respective names. Each shall be deemed to have an initial capital interest consisting of an equal share of the capital contribution as set forth opposite their respective names. However, as to any additional capital contribution required by the Section titled "Additional Contributions to Capital," if the entire amount required from all joint owners is not contributed, all joint owners shall be deemed to be in default.

9.13.2. For purposes of voting upon or consenting to any actions or matters, as provided herein or by law, the vote or consent of any such person shall, unless all such persons are present and voting or indicate otherwise in writing, be deemed to vote or consent of all such persons. In the event that all are present and voting or submit written consents or refusals, then each shall vote an interest equivalent to an equal share of the interest which may be voted by all.

9.13.3. Upon the death of any such person and the passing of the decedent's interest, by any means, to the survivor of such persons, such passing is hereby established as a passing carrying with it the right to be a substituted Partner as to the decedent's interest, and such survivor shall become a substituted Partner as to the decedent's interest by virtue of this provision and without the requirement of consent of any other Partner.

9.13.4. Any proposed transfer pursuant to the Section titled "Right of First Refusal on Sale or Transfer of Partnership Interest" hereof, shall, if made by any such persons as the offering Partner, be of their joint interest herein, or, if made by just one of such persons, be of only their share of their joint interest herein, and the remaining shares shall thereafter for all purposes hereunder, belong solely to the other(s) of such persons.

9.13.5. An election made by any such person to acquire a Partnership interest offered by another under Section "Right of First Refusal on Sale or Transfer of Partnership Interest" hereof, shall bind both all persons.

9.13.6. Any notices given to any such persons shall, unless the Partnership is otherwise advised in writing, be deemed notice to all persons.

9.14. Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Partners hereto.

9.15. Governing Law. This Agreement, and any dispute arising hereunder, shall be construed and enforced in accordance with, and be governed by, California law. Each Partner hereto agrees that proper jurisdiction and venue for any suit to interpret or enforce any term or provision of this Agreement shall be in San Diego County, California.

9.16. Amendment. This Partnership Agreement may be amended upon the written consent of a majority of the interests in the capital contributed to the Partnership. Neither the Partners nor the Partnership shall amend this Agreement in a way that diminishes the rights or increases the obligations of any Non-Voting Partner (described in Section 5.1.3.).

9.17. Binding on Successors. All provisions of this Agreement shall extend to and bind, or inure to the benefit not only of the Partners, but to each and every one of their heirs, executors, representatives, successors, and assigns.

9.18. Captions. Titles and captions in this Agreement are inserted for convenience of reference only and do not define, describe, amplify or limit the scope of the intent of this Agreement or any of the terms hereof.

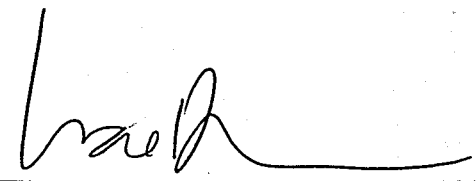
9.19. Unenforceable Provisions. If any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall nevertheless be carried into effect.

9.20. Entire Agreement. This Agreement contains the entire agreement between the Partners relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS

Eldorado Bank, CFBO  
Margaret R. Akin, IRA  
Margaret R. Akin  
#10466IIR

  
\_\_\_\_\_  
LIANE BRUNO, ADMINISTRATOR

State of California )  
County of San Diego )ss.

On 8-27, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of \_\_\_\_\_ )ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

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9.14. Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Partners hereto.

9.15. Governing Law. This Agreement, and any dispute arising hereunder, shall be construed and enforced in accordance with, and be governed by, California law. Each Partner hereto agrees that proper jurisdiction and venue for any suit to interpret or enforce any term or provision of this Agreement shall be in San Diego County, California.

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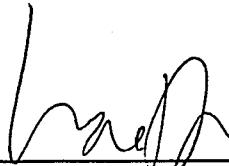
9.19. Unenforceable Provisions. If any sentence or section of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall nevertheless be carried into effect.

9.20. Entire Agreement. This Agreement contains the entire agreement between the Partners relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS

Eldorado Bank, CFBO  
Catherine T. Barrow, IRA  
CATHERINE T. BARROW  
#1265311R

  
\_\_\_\_\_  
LIANE BRUNO, ADMINISTRATOR

C. BARLOW  
Heavenly View

State of California )  
 )ss.  
County of San Diego)

On 7-8, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



K. Souther

State of California )  
 )ss.  
County of )

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_



9.13.6. Any notices given to any such persons shall, unless the Partnership is otherwise advised in writing, be deemed notice to all persons.

9.14. Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Partners hereto.

9.15. Governing Law. This Agreement, and any dispute arising hereunder, shall be construed and enforced in accordance with, and be governed by, California law. Each Partner hereto agrees that proper jurisdiction and venue for any suit to interpret or enforce any term or provision of this Agreement shall be in San Diego County, California.

9.16. Amendment. This Partnership Agreement may be amended upon the written consent of a majority of the interests in the capital contributed to the Partnership. Neither the Partners nor the Partnership shall amend this Agreement in a way that diminishes the rights or increases the obligations of any Non-Voting Partner (described in Section 5.1.3.).

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This Agreement has been executed at San Diego County, California, as of the day and year first above written.

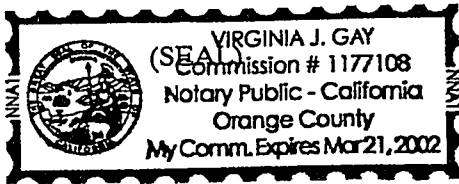
PARTNERS

Kathryn Sue Berkowitz TRUSTEE  
KATHRYN SUE BERKOWITZ, TRUSTEE

State of California )  
 )ss.  
County of Orange )

On October 29, 1998, before me, Virginia J. Gay, personally appeared Kathryn Sue Berkowitz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

9.13.6. Any notices given to any such persons shall, unless the Partnership is otherwise advised in writing, be deemed notice to all persons.

9.14. Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Partners hereto.

9.15. Governing Law. This Agreement, and any dispute arising hereunder, shall be construed and enforced in accordance with, and be governed by, California law. Each Partner hereto agrees that proper jurisdiction and venue for any suit to interpret or enforce any term or provision of this Agreement shall be in San Diego County, California.

9.16. Amendment. This Partnership Agreement may be amended upon the written consent of a majority of the interests in the capital contributed to the Partnership. Neither the Partners nor the Partnership shall amend this Agreement in a way that diminishes the rights or increases the obligations of any Non-Voting Partner (described in Section 5.1.3.).

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9.20. Entire Agreement. This Agreement contains the entire agreement between the Partners relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS

Mary Castle  
MARY CASTLE

Thomas E Castle  
THOMAS E. CASTLE

ALL PURPOSE ACKNOWLEDGEMENT

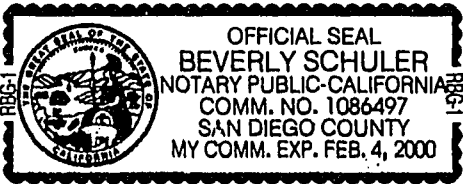
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On April 30, 1998, before me, Beverly Schuler  
personally appeared Thomas E. Castle & Mary Castle, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the persons whose names(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the instrument.

(SEAL)

WITNESS my hand and official seal.

Beverly Schuler



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On \_\_\_\_\_, 1998, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the persons whose names(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the instrument.

(SEAL)

WITNESS my hand and official seal.

\_\_\_\_\_

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9.13.6. Any notices given to any such persons shall, unless the Partnership is otherwise advised in writing, be deemed notice to all persons.

9.14. Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Partners hereto.

9.15. Governing Law. This Agreement, and any dispute arising hereunder, shall be construed and enforced in accordance with, and be governed by, California law. Each Partner hereto agrees that proper jurisdiction and venue for any suit to interpret or enforce any term or provision of this Agreement shall be in San Diego County, California.

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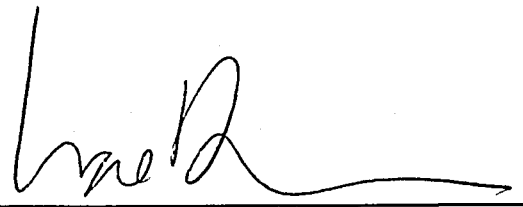
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This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS

Eldorado Bank, CFBO  
Mary Castle ROTH IRA  
MARY CASTLE #12614IRO

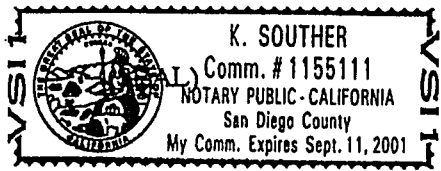


LIANE BRUNO, ADMINISTRATOR

M. Castle  
Heavenly  
View

State of California )  
 )ss.  
County of San Diego )

On 6/23, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
 )ss.  
County of )

On \_\_\_\_\_, 19\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

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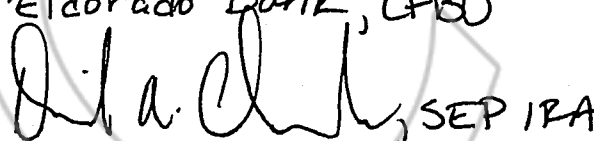
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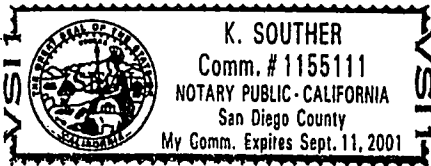
This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS  
Eldorado Bank, LPBO  
  
David A. Cheresch #12679ISE

  
LIANE BRUNO, ADMINISTRATOR

State of California )  
 )ss.  
County of San Diego)

On 8-24, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

(SEAL)



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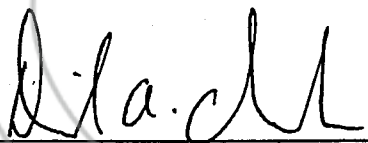
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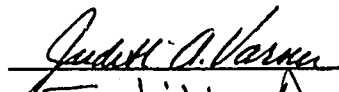
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PARTNERS

  
\_\_\_\_\_  
David A. Cheres

  
\_\_\_\_\_  
Judith A. Varner

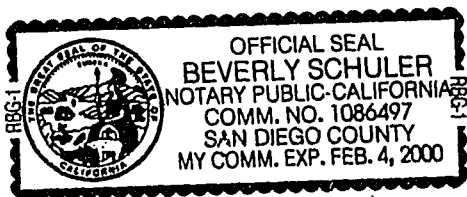
ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On MAY 26, 1998, before me, Beverly Schuler, personally appeared DAVID A. Cheresh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

(SEAL)

WITNESS my hand and official seal.



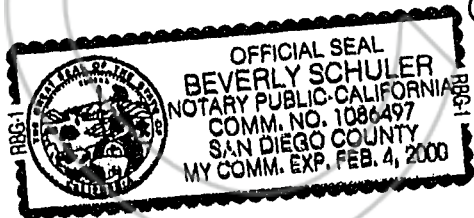
Beverly Schuler

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On MAY 26, 1998, before me, Beverly Schuler, personally appeared JUDITH A. VARNER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

(SEAL)

WITNESS my hand and official seal.



Beverly Schuler

0454589

BK 1198PG4606

HEAVENLY  
VIEW

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PARTNERS

ELDORADO BANK CFB0

Robert W. Churchill

Robert W. Churchill, IRA  
#10127JER

Liane Bruno

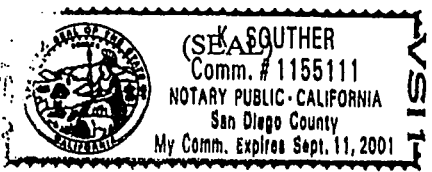
LIANE BRUNO, ADMINISTRATOR

R. Churchill  
Heavenly  
View

State of California )  
County of San Diego )ss.

On 7-24, 1998 before me, R. Sautter, personally appeared Ware Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



R. Sautter

State of California )  
County of ) )ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

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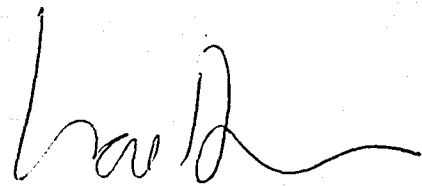
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PARTNERS

Eldorado Bank, CPBO

*Jonathan L. Cobb*

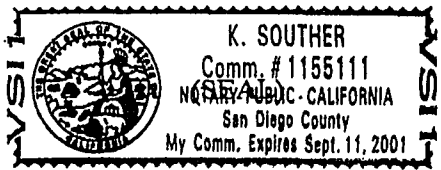
Jonathan L. Cobb #10274112



LIANE BRUNO, ADMINISTRATOR

State of California )  
County of San Diego )ss.

On 7-24, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of \_\_\_\_\_ )ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

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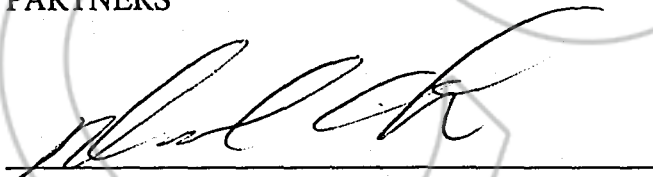
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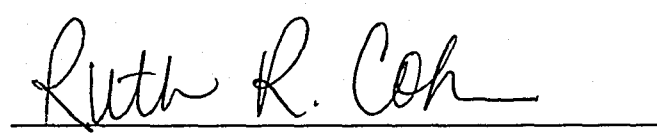
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PARTNERS

  
\_\_\_\_\_  
DAVID Cohen

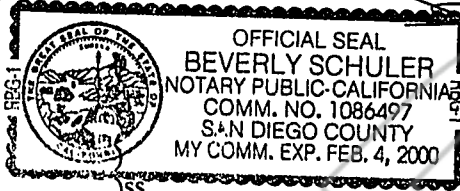
  
\_\_\_\_\_  
Ruth R. Cohen

State of California )  
 )ss.  
County of San Diego)

On April 28, 1998, before me, Beverly Schuler, personally appeared DAVID & Ruth R COHEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



Beverly Schuler

State of California )  
 )ss.  
County of \_\_\_\_\_)

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WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_



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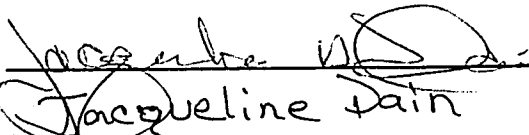
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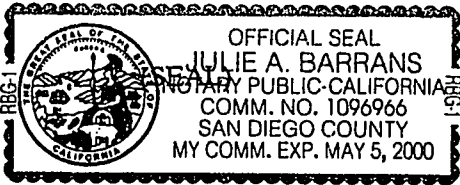
PARTNERS

  
\_\_\_\_\_  
Bruce Dain

  
\_\_\_\_\_  
Jacqueline Dain

State of California )  
County of San Diego )  
 )ss.

On May 28, 1998, before me, Julie A. Barrans, personally appeared Bruce & Jacqueline A. Dain, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Julie A. Barrans

State of California )  
County of \_\_\_\_\_ )  
 )ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

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PARTNERS

Eldorado Bank, CFBO

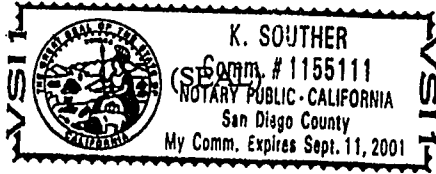
Jon G. DeLucia, IPA

Jon G. DeLucia #1256811R

LIANE BRUNO, ADMINISTRATOR

State of California )  
 )ss.  
County of San Diego

On 7-14, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
 )ss.  
County of )

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(SEAL)

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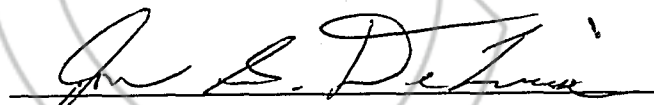
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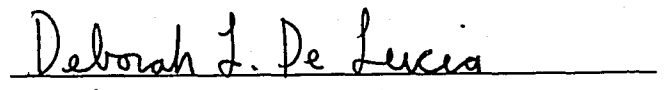
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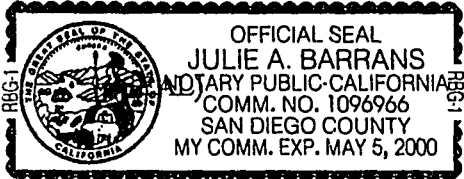
PARTNERS

  
\_\_\_\_\_  
Jon G. DeLucia

  
\_\_\_\_\_  
Deborah L. DeLucia

State of California )  
County of San Diego )ss.

On April 29~~th~~, 1998 before me, Julie A. Barrans, personally appeared Jon G. & Deborah L. Delucia, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Julie A. Barrans

State of California )  
County of )ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

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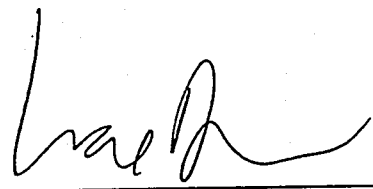
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PARTNERS  
EL DORADO BANK  
CUSTODIAN FBO  
TAX ID #33-6177756

John G. Doty, IRA  
John G. Doty #10137 IIR

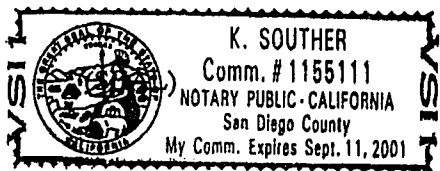


LIANE BRUNO, ADMINISTRATOR

J. Doty  
Heavenly View

State of California )  
 )ss.  
County of San Diego)

On 10-27, 1998 before me, K. Souther, personally appeared Uane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_



HEAVENLY VIEW

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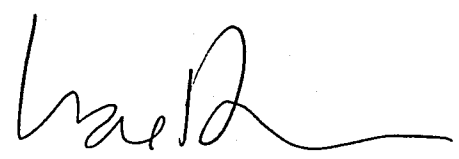
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PARTNERS  
**EL DORADO BANK  
CUSTODIAN FBO  
TAX ID #33-6177756**

~~Leo T. Dufresne Jr. IRA~~  
Leo T. Dufresne Jr. #1254217

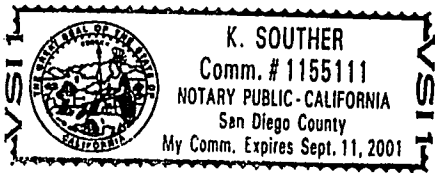


LIANE BRUNO, ADMINISTRATOR

L. Dufresne  
Heavenly View

State of California )  
County of San Diego )ss.

On 10-2, 1998 before me, K. Souther, personally appeared Diane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of \_\_\_\_\_ )ss.

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(SEAL)

SA VIEW

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PARTNERS



Tom English



EL DORADO BANK  
CUSTODIAN FBO  
TAX ID #33-6177756

Tom English, IRA

LIANE BRUNO, ADMINISTRATOR

0454589  
BK 1198PG4623

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PARTNERS

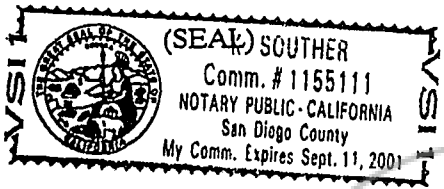
*Tom English Trustee*  
\_\_\_\_\_  
*Tom English Trustee*  
*1997 Profit Sharing Plan*

*H. Viana,  
J. English*

State of California )  
 )ss.  
County of San Diego)

On 10-6, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



K. Souther

State of California )  
 )ss.  
County of \_\_\_\_\_)

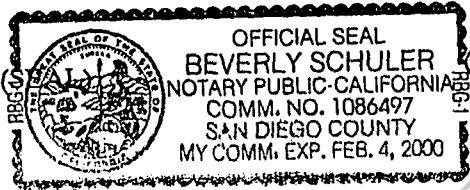
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WITNESS my hand and official seal.

(SEAL)

State of California )  
 )ss.  
County of San Diego

On Aug, 1998, before me, Beverly Schuler, personally appeared Tom English, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Beverly Schuler

State of California )  
 )ss.  
County of )

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WITNESS my hand and official seal.

\_\_\_\_\_

(SEAL)

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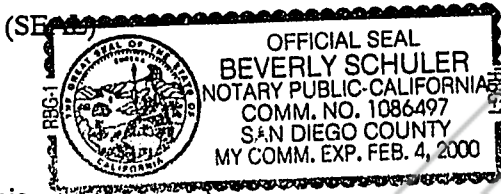
PARTNERS

Tom English, Trustee  
Tom English, Trustee  
1997 Money Purchase Pension Plan

State of California )  
County of San Diego )ss.

On Aug 11, 1998, before me, Beverly Schuler, personally appeared Tom English, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Beverly Schuler

State of California )  
County of )ss.

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(SEAL)

\_\_\_\_\_



HEAR ONLY  
VIEW

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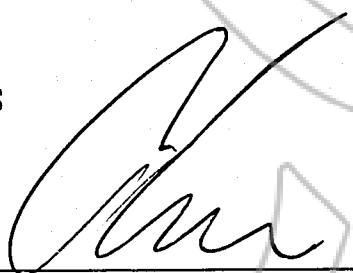
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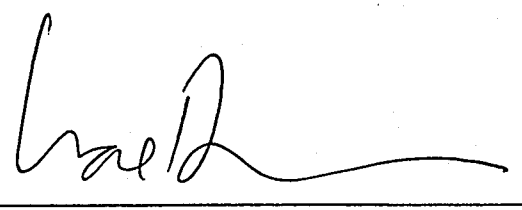
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PARTNERS



CHARLES M. EVANS  
Eldorado Bank, CFBO  
Charles M. Evans, IRA  
#12612 IIR

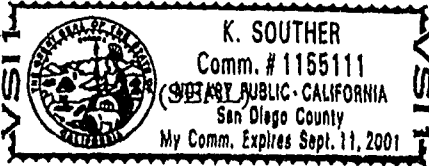


LIANE BRUNO, ADMINISTRATOR

C. EVANS  
HEAVENLY VIEW

State of California )  
County of San Diego )ss.

On ~~7-14~~ 7-14, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of )ss.

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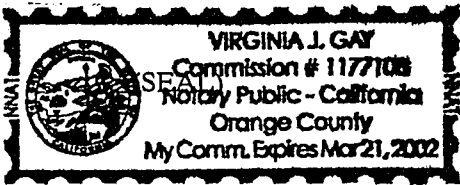
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PARTNERS

  
\_\_\_\_\_  
Charles M. Evans, Trustee

State of California )  
 )ss.  
County of ORANGE )

On May 13, 19 98, before me, VIRGINIA J. GAY, personally appeared Charles M. Evvns, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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(SEAL)

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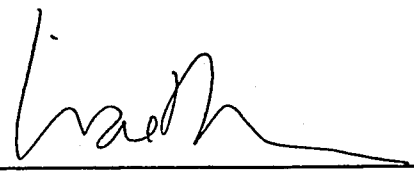
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PARTNERS

Eldorado Bank, CFBO  
Dean H. Fawcett, IRA

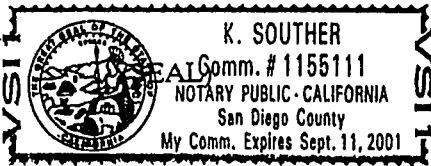
DEAN H. FAWCETT #1259211R



LIANE BRUNO, ADMINISTRATOR

State of California )  
County of San Diego )ss.

On 7-8, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of )ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

9.13.6. Any notices given to any such persons shall, unless the Partnership is otherwise advised in writing, be deemed notice to all persons.

9.14. Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Partners hereto.

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9.17. Binding on Successors. All provisions of this Agreement shall extend to and bind, or inure to the benefit not only of the Partners, but to each and every one of their heirs, executors, representatives, successors, and assigns.


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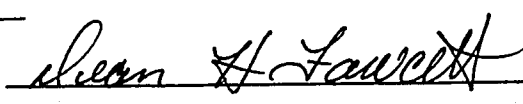
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This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS

  
Mary Schumacher Fawcett

  
DEAN H FAWCETT

State of California )  
 )ss.  
County of San Diego )

On MAY 1, 1998, before me, BEVERLY SCHULER, personally appeared Dean H + Mary Schumacher Fawcett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Beverly Schuler

State of California )  
 )ss.  
County of )

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WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_



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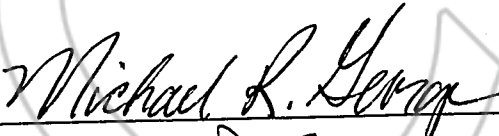
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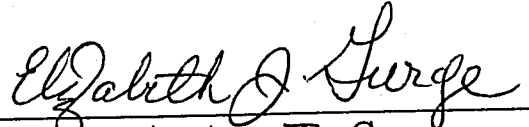
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PARTNERS

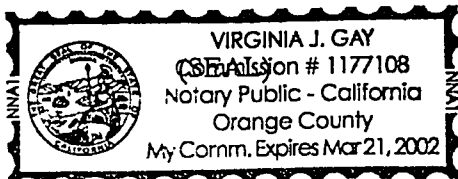
  
\_\_\_\_\_  
Michael R. George

  
\_\_\_\_\_  
Elizabeth J. George

State of California )  
 )ss.  
County of ORANGE )

On MAY 26, 1998, before me, VIRGINIA J. GAY, personally appeared Michelle Elizabeth George, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

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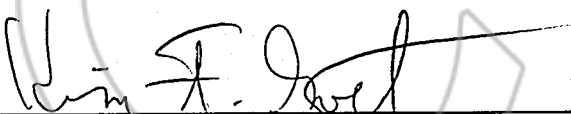
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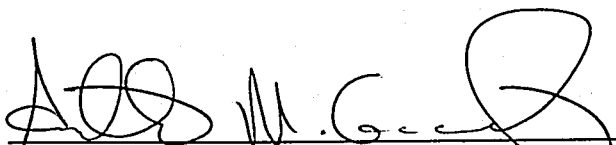
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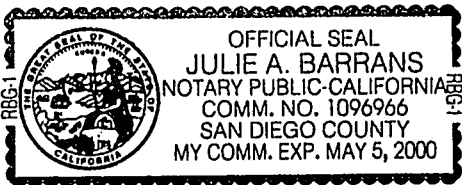
PARTNERS

  
\_\_\_\_\_  
Kim F. Goetz

  
\_\_\_\_\_  
Annette M. Goetz

State of California )  
 )ss.  
County of San Diego )

On June 11, 1998 before me, Julie A. Barrans, personally appeared Kim F + Annette M. Goetz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Julie A. Barrans

State of California )  
 )ss.  
County of )

On \_\_\_\_\_, 19\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

HEAVENLY VIEW

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PARTNERS

ELDORADO BANK CFBD

Thomas A. Jeff

Thomas A. Jeff, IRA  
#10144 IIR

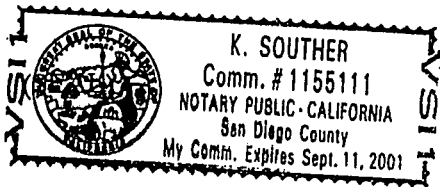
Liane Bruno

LIANE BRUNO, ADMINISTRATOR

T. Goff  
Heavenly View

State of California )  
County of San Diego )ss.

On 7-24, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of )

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Heavenly  
View

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PARTNERS

Andrew Taylor Greene  
Andrew TAYLOR GREENE

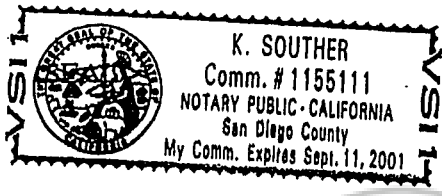
ELDORADO BANK CFB  
ANDREW TAYLOR GREENE  
#10315 IDR  
[Signature]

LIANE BRUNO, ADMINISTRATOR

A-GREENE  
HEAVENLY  
VIEW

State of California )  
 )ss.  
County of San Diego

On 7-24, 1998 before me, K. Souther, personally appeared Home Brum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

(SEAL)



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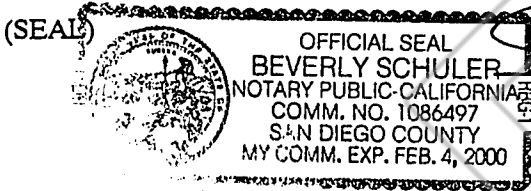
PARTNERS

Michael Hellmer, Trustee  
Michael Hellmer, Trustee

State of California )  
 )ss.  
County of San Diego

On May 20, 1998, before me, BEVERLY SCHULER, personally appeared Michael Helmer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Beverly Schuler



State of California )  
 )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

HEAVENLY  
VIEW

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PARTNERS

Eldorado Bank, CFBO

*Mari J. Hirst*  
MARI J. HIRST #12549 IIR

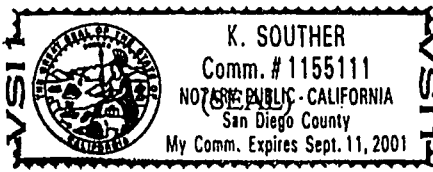
*Liane Bruno*

LIANE BRUNO, ADMINISTRATOR

M. HART  
HEAVENLY  
VIEW

State of California )  
 )ss.  
County of San Diego

On 7-8, 1998 before me, K. Sather, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Sather

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

(SEAL)

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PARTNERS

*Priscilla L. Hoffman*  
Priscilla L. Hoffman

*Liane Bruno*

LIANE BRUNO, ADMINISTRATOR

EL DORADO BANK  
CUSTODIAN FBO  
TAX ID #33-6177756

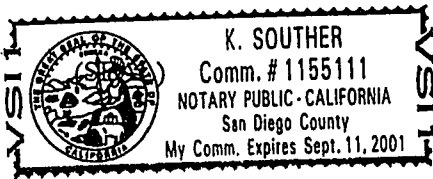
Priscilla L. Hoffman, IRA 17  
#12667IIR

0454589

BK1198PG4649

State of California )  
 )ss.  
County of San Diego )

On 9-9, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
 )ss.  
County of )

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WITNESS my hand and official seal.

(SEAL)

HEAVENLY  
VIEW

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This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS

Mark Howard  
MARK HOWARD

Eldorado Bank, ~~IRA~~ CFBO  
Mark Howard, IRA  
# 1254/IR

Liane Bruno

0454589

LIANE BRUNO, ADMINISTRATOR

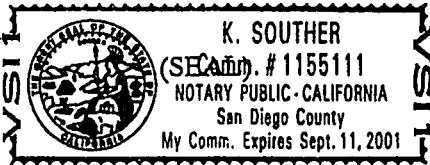
BK1198PG4651

M. HOWARD  
HEAVENLY  
VIEW

State of California )  
County of San Diego )ss.

On 5-8, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



K. Souther

State of California )  
County of )ss.

On \_\_\_\_\_, 19\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_



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PARTNERS

Jaya B. Kaerberer

JAYA B. KAEBERER

Ronald E Kaerberer

RONALD E. KAEBERER

ALL PURPOSE ACKNOWLEDGEMENT

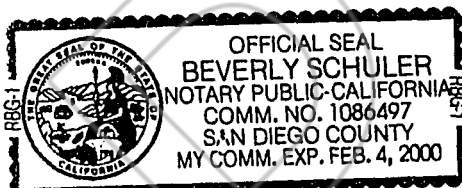
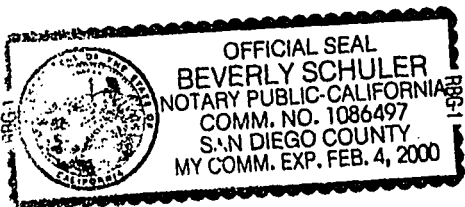
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On May 8, 1998, before me, Beverly Schuler  
personally appeared Ronald E and JAY A Kaelberer, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the persons whose names(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the instrument.

(SEAL)

WITNESS my hand and official seal.

Beverly Schuler



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On \_\_\_\_\_, 1998, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the persons whose names(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the instrument.

(SEAL)

WITNESS my hand and official seal.

\_\_\_\_\_

0454589

BK 1198PG4654

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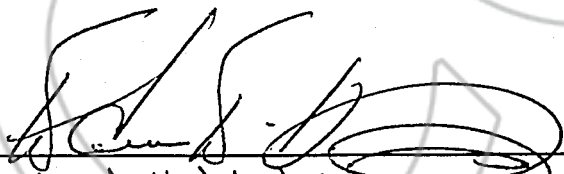
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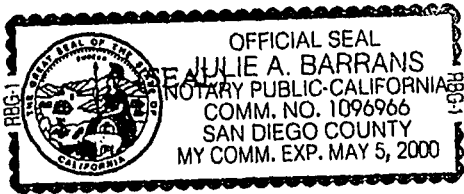
PARTNERS

  
Wendell W. Keivens

  
Grace Keivens

State of California )  
County of San Diego ) ss.

On May 27, 1998, before me Julie A. Barrans, personally appeared Wendell W. & Grace Keivens, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Julie A. Barrans

State of California )  
County of ) ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

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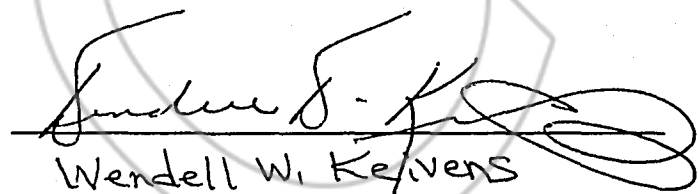
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PARTNERS

  
Wendell W. Keivens

Eldorado Bank CFBO  
Wendell Keivens IRA

# 10508IR



LIANE BRUNO, ADMINISTRATOR

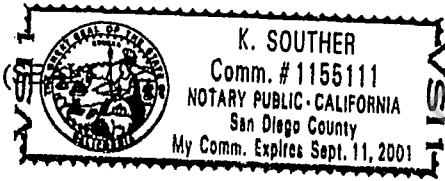
0454589

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Wendell W. Keivens  
Heavenly View Partners.

State of California )  
County of San Diego )ss.

On 7-24, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of )

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

Heavenly  
View

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PARTNERS

Jon Kimler  
Jon Kimler

Liane Bruno

LIANE BRUNO, ADMINISTRATOR

EL DORADO BANK  
CUSTODIAN FBO  
TAX ID #33-6177756

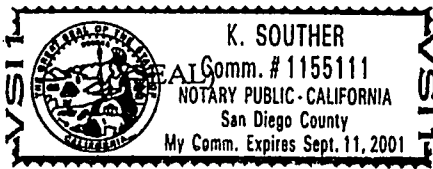
Jon Kimler, IRA  
#12635IR

0454589  
BK1198PG4659

J. Kimien  
Heavenly  
View

State of California )  
County of San Diego )ss.

On 9-16, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of )ss.

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(SEAL)



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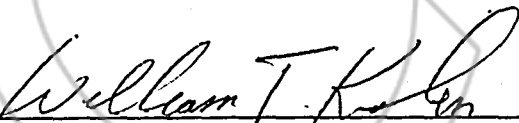
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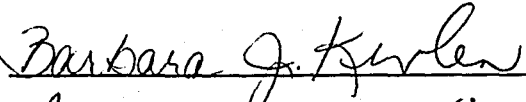
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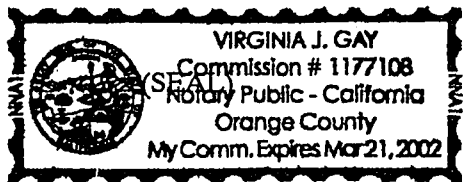
PARTNERS

  
\_\_\_\_\_  
William T. Kivlen

  
\_\_\_\_\_  
BARBARA J. KIVLEN

State of California )  
 )ss.  
County of ORANGE )

On May 7, 1998, before me, VIRGINIA J. GAY, personally appeared William T. & Barbara J. Kivlen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

(SEAL)

# Heavenly View Partners

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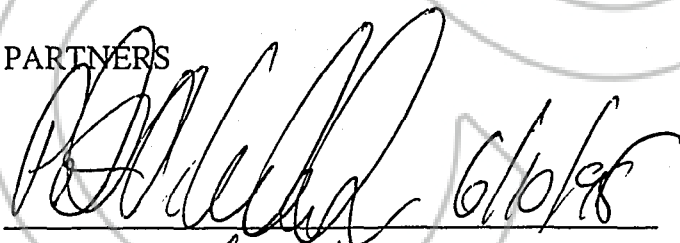
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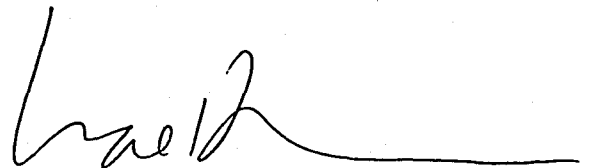
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PARTNERS



Peter Kornhaber

EL DORADO BANK  
CUSTODIAN FBO  
TAX ID #33-6177756



LIANE BRUNO, ADMINISTRATOR

Peter Kornhaber, RA 17

#12692IR

0454589

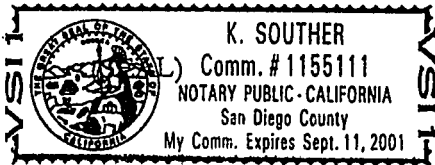
BK1198PG4663

Heavenly View - P. KORNHABER

State of California )  
County of San Diego )ss.

On 9-23, 1998 before me, K. Souther, personally appeared Gian-e Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



K. Souther

State of California )  
County of \_\_\_\_\_ )ss.

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(SEAL)

\_\_\_\_\_

Peter Kornhaber

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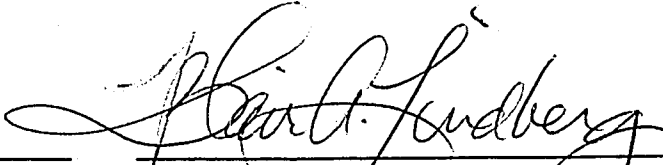
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PARTNERS

  
Paul M. Lindbergy

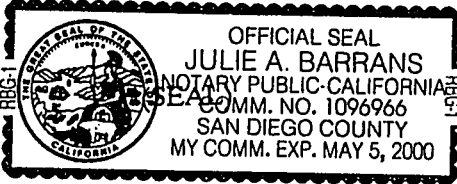
  
Blair A. Lindbergy

State of California )

)ss.

County of SAN DIEGO

On May 26, 1998, before me, Julie A. Barrans, personally appeared Paul M. & Blair A. Lindberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Julie A. Barrans

State of California )

)ss.

County of )

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WITNESS my hand and official seal.

(SEAL)

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PARTNERS

<i>David F. Macy, Trustees</i>	<i>Elaine A. Macy, Trustees</i>
_____ DAVID F. MACY, Trustees	_____ ELAINE A. MACY, Trustees

State of California )

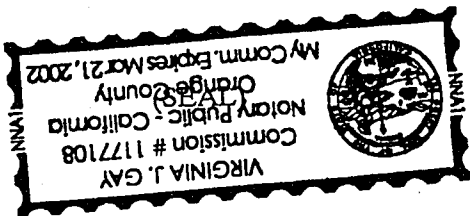
)ss.

County of ORANGE )

On 4/22, 1998, before me, VIRGINIA J. GAY, personally appeared David E. Macy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Virginia J. Gay



State of California )

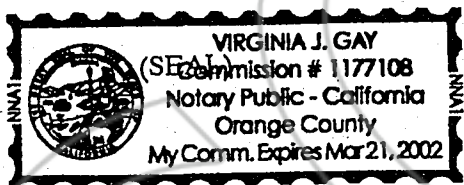
)ss.

County of ORANGE )

On 4/22, 1998, before me, VIRGINIA J. GAY, personally appeared Elaine A. Macy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Virginia J. Gay





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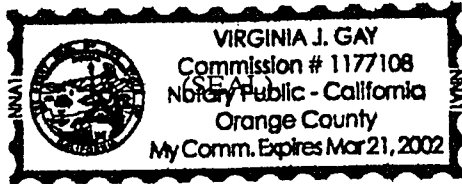
PARTNERS

Christie Martinez  
CHRISTIE MARTINEZ

Edward A. Martinez  
EDWARD A. MARTINEZ

State of California )  
 )ss.  
County of Orange )

On 4-22, 1998, before me, Virginia J. Gay, personally appeared Christie L. & Edward A. Martinez, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

HEAVENLY  
VIEW

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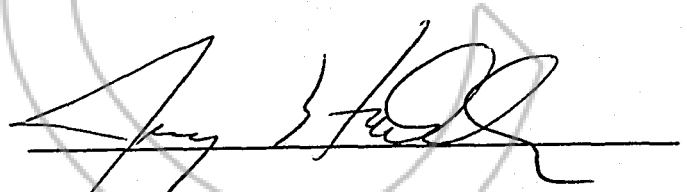
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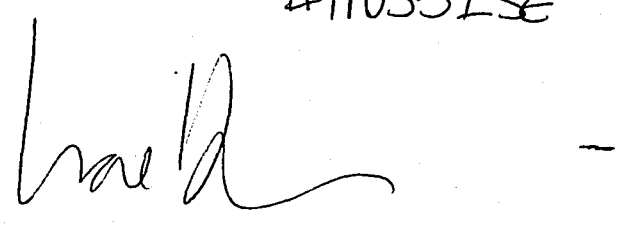
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PARTNERS

  
\_\_\_\_\_  
Jerry T. McFadden

SAN DIEGUITO NATIONAL BANK  
CUSTODIAN FBO  
Jerry McFadden, SEP IRA  
#11035ISE



J. McFadden  
Heavenly View

State of California )  
County of San Diego )ss.

On 4-14, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of \_\_\_\_\_ )ss.

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WITNESS my hand and official seal.

(SEAL)

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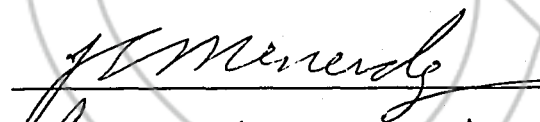
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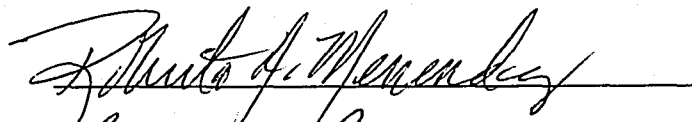
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PARTNERS

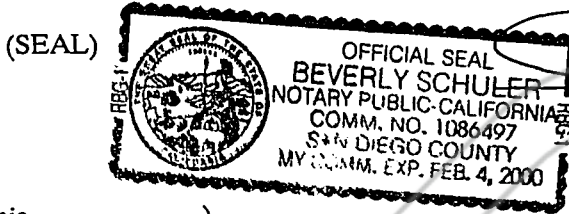
  
\_\_\_\_\_  
Pedro E. Menendez

  
\_\_\_\_\_  
Lisbeth A. Menendez

State of California )  
County of San Diego )ss.

On May 5, 1998, before me, Beverly Schuler, personally appeared Pedro E & Roberta A. Menendez, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Beverly Schuler



State of California )  
County of \_\_\_\_\_ )ss.

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WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

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PARTNERS

Juan Mirelez  
Juan Mirelez

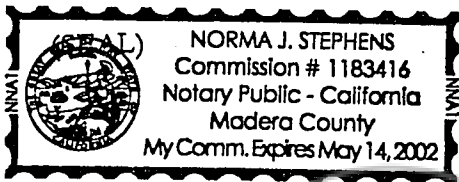
Terri Renee Scott Mirelez  
Terri Renee Scott Mirelez

Calif. *(MS)*  
~~Notary~~

State of California )  
County of Madera )ss.

On Nov. 6, 1998 before me, Norma Stephens, personally appeared Juan Manuel Mireles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

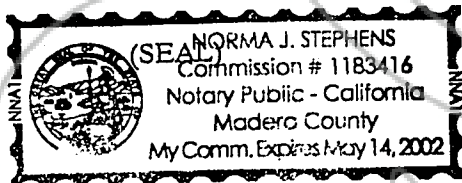


Norma J. Stephens

State of California )  
County of Madera )ss.

On Nov. 6, 1998 before me, Norma Stephens, personally appeared Jeri Rende Scott Mireles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Norma J. Stephens



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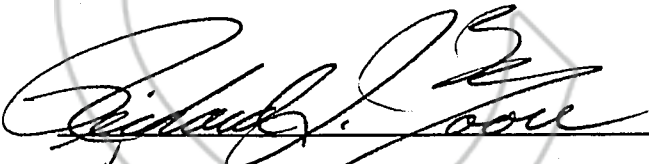
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PARTNERS

  
Richard J. Moore

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On July 14, 1998, before me, Beverly Schuler,  
personally appeared Richard J Moore, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the persons whose names(s) is/are subscribed to  
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(SEAL)

WITNESS my hand and official seal.



Beverly Schuler

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

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(SEAL)

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\_\_\_\_\_

0454589

BK 1198PG4678

HEARLEY  
VIEW

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PARTNERS

Eldorado Bank, CPBS

Alexander J. O'Connell, IBA

Alexander J. O'Connell, JR

#10640IIR

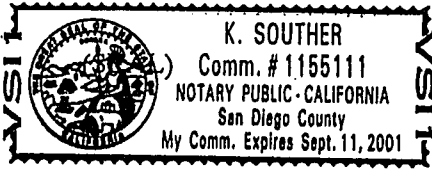
LIANE BRUNO, ADMINISTRATOR

A. O'ggy, JR.  
HEAVENLY  
VIEW

State of California )  
 )ss.  
County of San Diego)

On 7-24, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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K. Souther

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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(SEAL)

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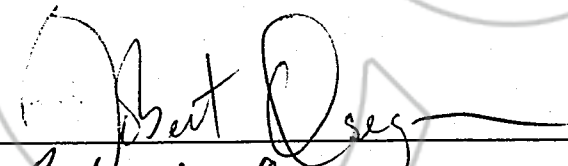
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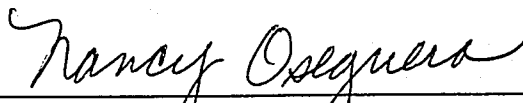
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PARTNERS

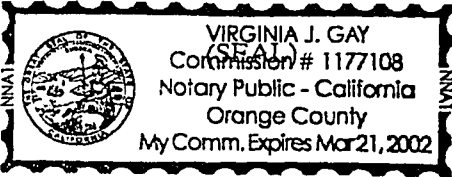
  
\_\_\_\_\_  
ROBERT OSEGUERA

  
\_\_\_\_\_  
NANCY OSEGUERA

State of California )  
 )ss.  
County of ORANGE )

On May 11, 1998, before me, VIRGINIA J. GAY, personally appeared Robert & Nancy Oseguera, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Virginia J. Gay

State of California )  
 )ss.  
County of )

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(SEAL)

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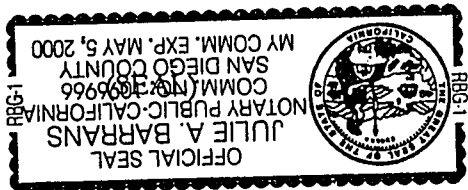
This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS

D. Wayne Padgett, Trustees      Maritza Padgett, Trustees  
Donald Wayne Padgett, Trustees      Maritza Padgett, Trustees

State of California )  
 )ss.  
County of San Diego )

On June 18, 1998, before me, Julie A. Barrans, personally appeared D. Wayne Padgett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Julie A. Barrans

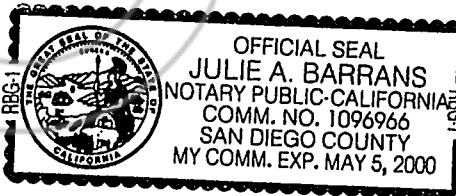
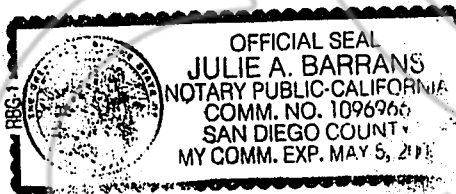
State of California )  
 )ss.  
County of San Diego )

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WITNESS my hand and official seal.

(SEAL)

Julie A. Barrans





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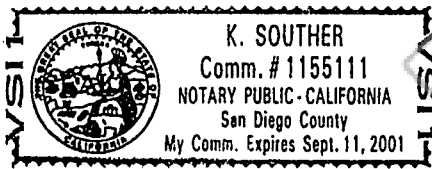
PARTNERS  
Eldorado Bank, CPBO  
Forest H. Patch, IRA  
# 10271IR



LIANE BRUNO, ADMINISTRATOR

State of California )  
County of San Diego )ss.

On 7-28, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of )ss.

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WITNESS my hand and official seal.

(SEAL)

LANSON  
VALLEY

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PARTNERS

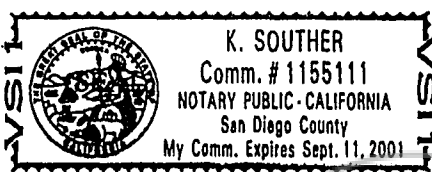
Eldorado Bank, CPBO  
Laura J. Partch, PA 3/26/98  
LAURA J. PARTCH # 10270112

  
LIANE BRUNO, ADMINISTRATOR

L. PATECH  
CALSON  
VALLEY

State of California )  
County of San Diego )ss.  
)

On 7-24, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of San Diego )ss.  
)

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WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

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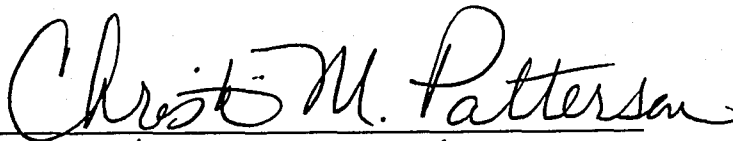
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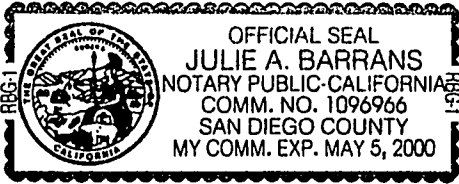
PARTNERS

  
\_\_\_\_\_  
Raymond Earl Patterson

  
\_\_\_\_\_  
Christine M. Patterson

State of California )  
 )ss.  
County of San Diego )

On April 15, 1998, before me, Julie A. Barrans, personally appeared Raymond Carl & Christine M. Patterson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Julie A. Barrans

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

(SEAL)

Heavenly  
View

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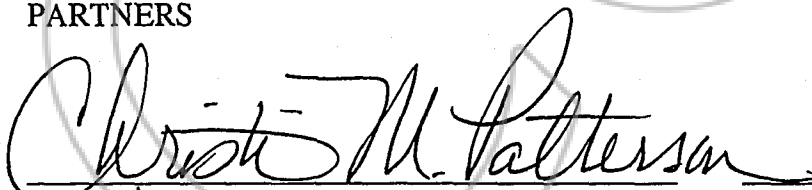
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PARTNERS

  
Christine M. Patterson

SAN DIEGUITO NATIONAL BANK  
CUSTODIAN FBO

  
Christine M. Patterson, IRA  
# 12567 IIR

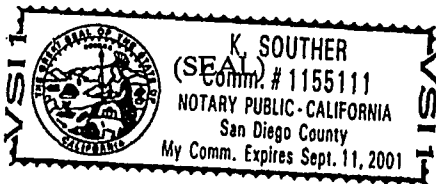


L. PATERSON  
Heavenly View

State of California )  
County of San Diego )ss.

On 4-22, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



K. Souther

State of California )  
County of \_\_\_\_\_ )ss.

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WITNESS my hand and official seal.

(SEAL)



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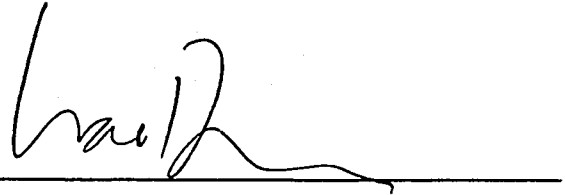
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PARTNERS

Eldorado Bank CFBO  
Nancy Peinado IRA  
Nancy Peinado #12624IIR



LIANE BRUNO, ADMINISTRATOR

*N. Pinao do  
Heavenly View*

State of California )  
 )ss.  
County of San Diego )

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K. Souther

State of California )  
 )ss.  
County of )

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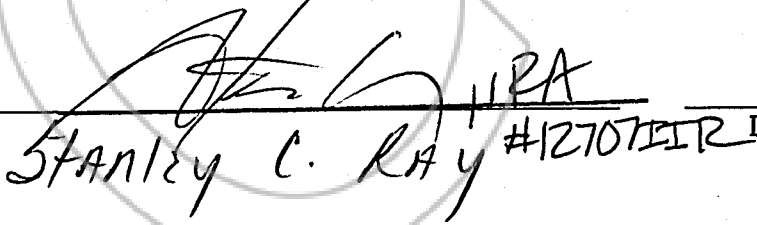
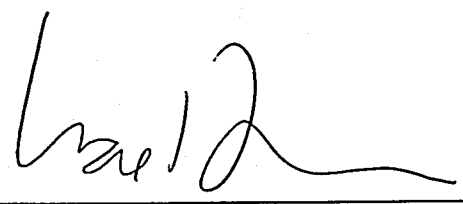
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PARTNERS  
EL DORADO BANK  
CUSTODIAN FBO  
TAX ID #33-6177756



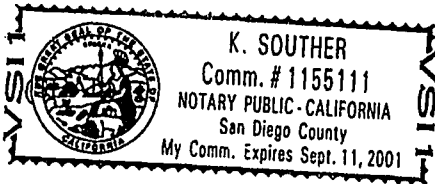
STANLEY C. RAY #12707EIR

LIANE BRUNO, ADMINISTRATOR

S. RAY- Heavenly View

State of California )  
County of San Diego )ss.

On 10-16, 1998 before me, K. Souther, personally appeared Kiane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of )

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(SEAL)

HEAVENLY  
VIEW

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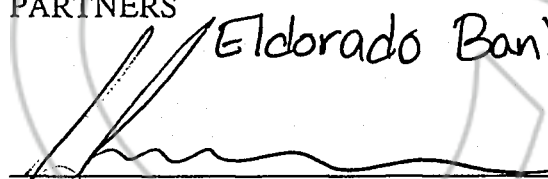
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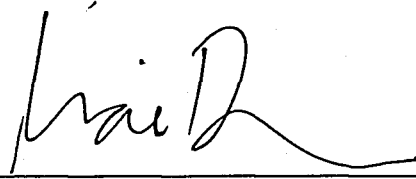
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PARTNERS

 Eldorado Bank, CFBO

IRA  
# 125582IR



Jim RAINERD

LIANE BRUNO, ADMINISTRATOR

3. ROMERO  
HEAVENLY  
VIEW

State of California )  
County of San Diego ) ss.

On 5-22, 1998 before me, K. Souther, personally appeared Liane Bruns, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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K. Souther

State of California )  
County of ) ss.

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(SEAL)

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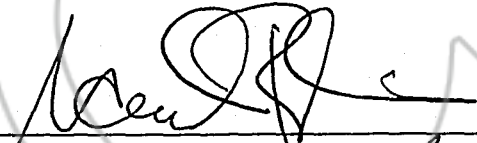
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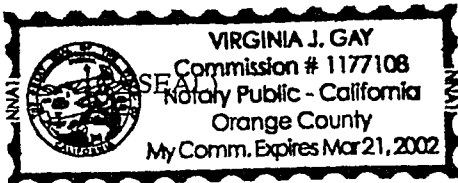
This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS

  
\_\_\_\_\_  
Michael A. Rubin

State of California )  
 )ss.  
County of ORANGE )

On May 6, 1998, before me, VIRGINIA J. GAY, personally appeared MICHAEL A. RUBIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_



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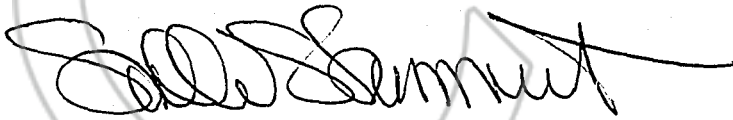
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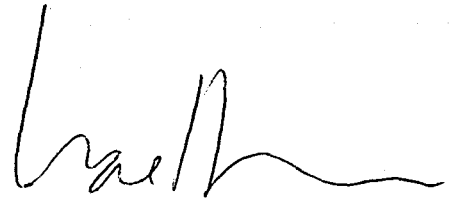
PARTNERS



Elbrado Bank CFBO

Salli Sammut, IRA

#10175IIR

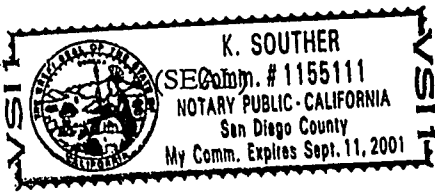


LIANE BRUNO, ADMINISTRATOR

State of California )  
County of San Diego )ss.

On 7-24, 1996, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



K. Souther

State of California )  
County of \_\_\_\_\_ )ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

HEAVENLY VIEW

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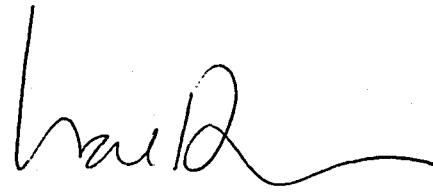
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PARTNERS

Eldorado Bank, CFBO

W. H. J., IRA

Ariel F. SARIAN #12651112

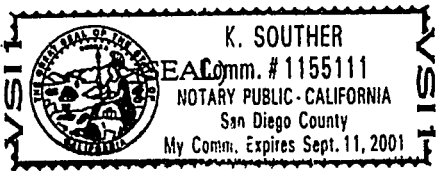


LIANE BRUNO, ADMINISTRATOR

A. SARIN v  
Heavenly view

State of California )  
County of San Diego )ss.

On 6-19, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of )ss.

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WITNESS my hand and official seal.

(SEAL)

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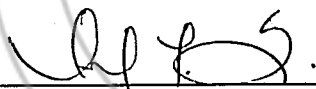
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PARTNERS



Ariel F. SARINO

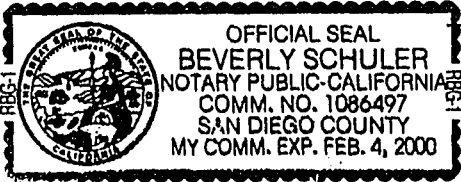
ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On May 21, 1998, before me, Beverly Schuler,  
personally appeared AZEL F SARINO, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the persons whose names(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the instrument.

(SEAL)

WITNESS my hand and official seal.



*Beverly Schuler*

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On \_\_\_\_\_, 1998, before me, \_\_\_\_\_,  
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(SEAL)

WITNESS my hand and official seal.

\_\_\_\_\_

0454589

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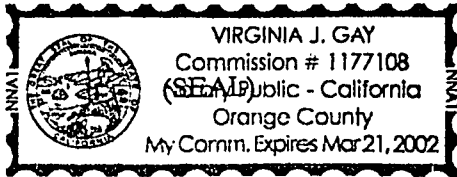
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PARTNERS

  
\_\_\_\_\_  
Christopher J. Sathar

State of California )  
 )ss.  
County of ORANGE )

On 5/4, 1998, before me, VIRGINIA J. GAY, personally appeared CHRISTOPHER J. SKATHRE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

(SEAL)



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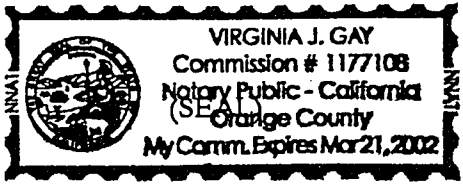
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PARTNERS

  
Curtis J. Sathre III Trustee

State of California )  
 )ss.  
County of Orange )

On June 23, 1998, before me, VIRGINIA J. GAY, personally appeared CURTIS J. SATHRE III, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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(SEAL)

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PARTNERS

Eldorado Bank, CFBO

Jeffrey D. Schipper #1265211R  
Jeffrey D. Schipper #1265211R

Liane Bruno  
LIANE BRUNO, ADMINISTRATOR

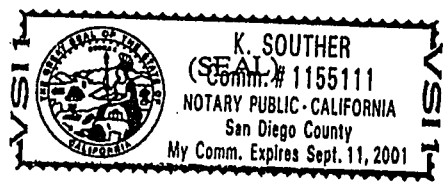
Jeffrey D. Schipper  
Heavenly View Partners

State of California )  
County of San Diego )ss.

On 6-9, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

K. Souther



State of California )  
County of )

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(SEAL)

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PARTNERS

JANNI S. SIPES

  
\_\_\_\_\_  
JANNI SIPES



LIANE BRUNO, ADMINISTRATOR

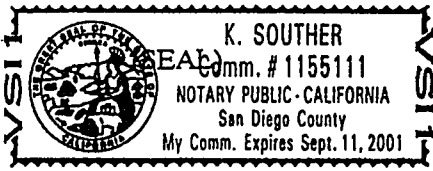
Eldorado Bank CFBO  
Janni Sipes, IRA  
#126591IR

J. Sipes  
Heavenly View

State of California )  
 )ss.  
County of San Diego )

On 7-14, 1998, before me, K. Sather, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



K. Sather

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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(SEAL)

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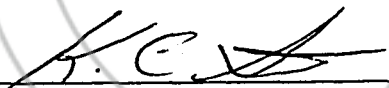
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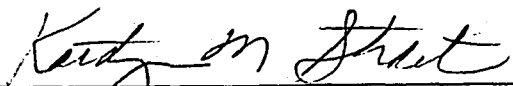
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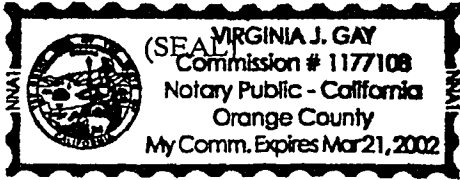
PARTNERS

  
\_\_\_\_\_  
Kenneth C. Strait

  
\_\_\_\_\_  
Kathy M. Strait

State of California )  
 )ss.  
County of ORANGE )

On JUNE 4, 1998, before me, VIRGINIA J. GAY, personally appeared Kenneth C. & Kathryn M. Strait, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia J. Gay

State of California )  
 )ss.  
County of )

On \_\_\_\_\_, 19\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

(SEAL)



HEAVENLY-  
VIEW

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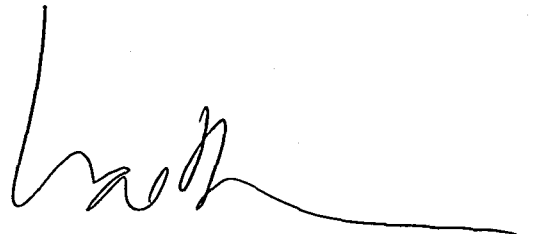
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PARTNERS  
EL DORADO BANK  
CUSTODIAN FBO  
TAX ID #33-6177756



Mary P. Thines, IRA  
MARY P. THINES #10339112

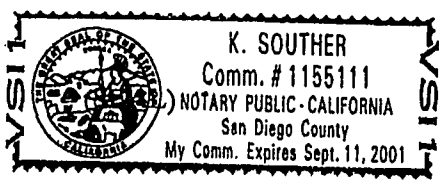
LIANE BRUNO, ADMINISTRATOR

G. THIMES  
HEAVENLY  
VIEW

State of California )  
 )ss.

County of San Diego )

On 9-28, 1998 before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
 )ss.

County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

(SEAL)

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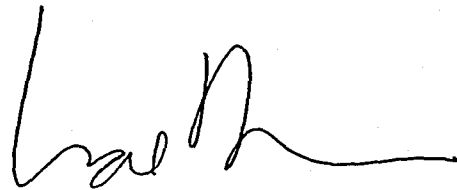
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PARTNERS

  
May 13, 1998  
Roy L. Thompson III



LIANE BRUNO, ADMINISTRATOR

**IRA RESOURCES, INC.**

PO BOX 6375

SAN DIEGO, CA 92166

(619) 523-2870 - FAX 523-2877

0454589

17

BK 1198PG4719

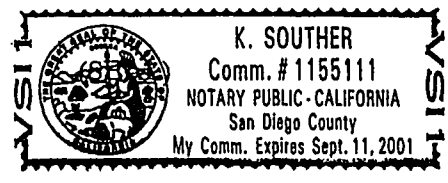
EL DORADO BANK  
CUSTODIAN FBO  
TAX ID #33-6177756

Roy L. Thompson III, IRA  
#10746112

Heavenly View  
R. Thompson III

State of California )  
County of San Diego ) ss.

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WITNESS my hand and official seal.

K. Souther

State of California )  
County of \_\_\_\_\_ ) ss.

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(SEAL)

HEAVENLY VIEW

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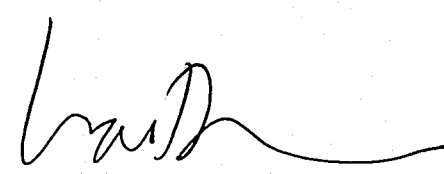
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PARTNERS

Eldorado Bank, CFBO  
Mary K Treadway, IRA  
\_\_\_\_\_  
MARY K. TREADWAY  
#10652 IIR



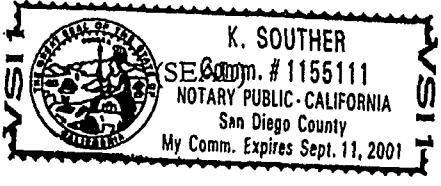
\_\_\_\_\_  
LIANE BRUNO, ADMINISTRATOR

M. Treadway  
Heavenly  
View

State of California )  
County of San Diego ) ss.

On 7-8, 1998, before me, K. Souther, personally appeared Wane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



K. Souther

State of California )  
County of ) ss.

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WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

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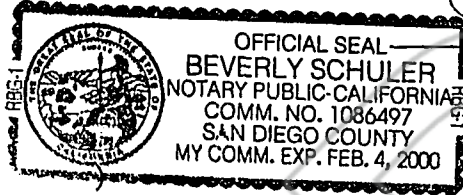
*Mary K Treadway*  
\_\_\_\_\_  
MARY K TREADWAY

State of California )  
 )ss.  
County of San Diego )

On May 4, 1998, before me, Beverly Schuler, personally appeared Mary K Treadway, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



State of California )  
 )ss.  
County of \_\_\_\_\_ )

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(SEAL)

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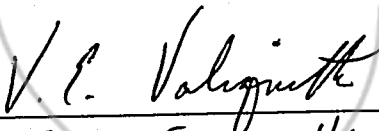
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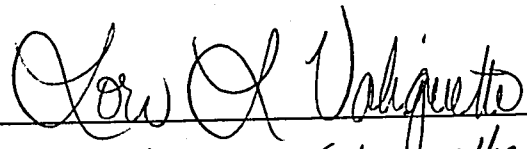
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PARTNERS

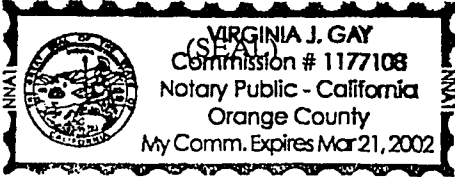
  
\_\_\_\_\_  
V.E. Valiquette

  
\_\_\_\_\_  
Lori L. Valiquette

State of California )  
 )ss.  
County of ORANGE )

On July 14, 1998, before me, VIRGINIA J. GAY, personally appeared V. E. AND LORILVA LIQUETTE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

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WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_

Heavenly  
View

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PARTNERS

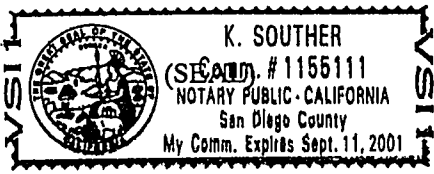
Eldorado Bank, CFBO  
David K. Watson / IPA  
DAVID K. WATSON

Liane Bruno  
LIANE BRUNO, ADMINISTRATOR

D. Watson  
Heavenly View

State of California )  
 )ss.  
County of San Diego )

On 7-27, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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K. Souther

State of California )  
 )ss.  
County of )

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(SEAL)

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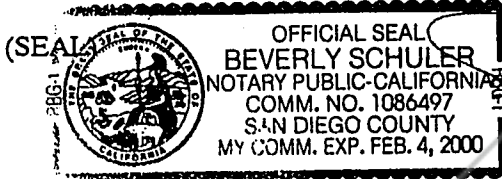
PARTNERS

  
Louis V. Schooler President  
Western Financial Planning Corp

State of California )  
 )ss.  
County of San Diego

On Nov 5, 1998, before me, Beverly Schuler, personally appeared Louis V Schooler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Beverly Schuler

State of California )  
 )ss.  
County of )

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PARTNERS

El Prado Bank, CPBO

*Gerald L. White, IPA*

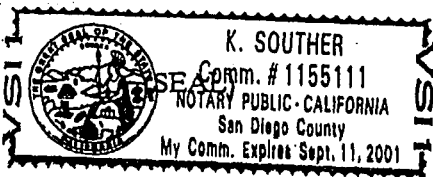
*Liane Bruno*

GERALD L. WHITE #10185IPA LIANE BRUNO, ADMINISTRATOR

G. White  
Heavenly View

State of California )  
County of San Diego )ss.

On 7-24, 1998 before me, K. Souther, personally appeared Liana Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
County of \_\_\_\_\_ )ss.

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



9.13.6. Any notices given to any such persons shall, unless the Partnership is otherwise advised in writing, be deemed notice to all persons.

9.14. Construction. The language in this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any of the Partners hereto.

9.15. Governing Law. This Agreement, and any dispute arising hereunder, shall be construed and enforced in accordance with, and be governed by, California law. Each Partner hereto agrees that proper jurisdiction and venue for any suit to interpret or enforce any term or provision of this Agreement shall be in San Diego County, California.

9.16. Amendment. This Partnership Agreement may be amended upon the written consent of a majority of the interests in the capital contributed to the Partnership. Neither the Partners nor the Partnership shall amend this Agreement in a way that diminishes the rights or increases the obligations of any Non-Voting Partner (described in Section 5.1.3.).

9.17. Binding on Successors. All provisions of this Agreement shall extend to and bind, or inure to the benefit not only of the Partners, but to each and every one of their heirs, executors, representatives, successors, and assigns.

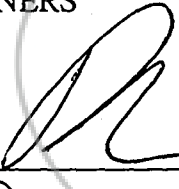
9.18. Captions. Titles and captions in this Agreement are inserted for convenience of reference only and do not define, describe, amplify or limit the scope of the intent of this Agreement or any of the terms hereof.

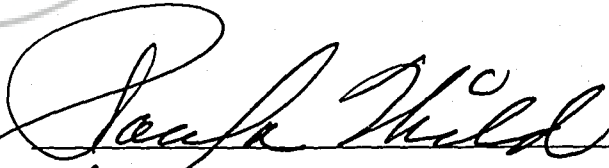
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9.20. Entire Agreement. This Agreement contains the entire agreement between the Partners relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

This Agreement has been executed at San Diego County, California, as of the day and year first above written.

PARTNERS

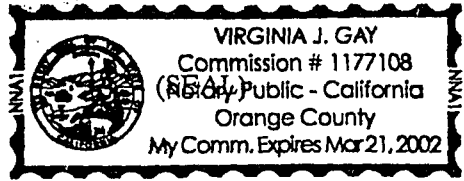
  
\_\_\_\_\_, Trustees  
DAVID R. Wild, Trustees

  
\_\_\_\_\_, Trustees  
PAULA E. Wild, Trustees

State of California )  
 )ss.

County of ORANGE )

On MAY 4th, 1998, before me, VIRGINIA J. GAY, personally appeared David R. Wild & Paula E. Wild, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia J. Gay

State of California )  
 )ss.

County of )

On \_\_\_\_\_, 19\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

(SEAL)

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PARTNERS

Eldorado Bank, CFBO

*W Wilson*

*L Bruno*

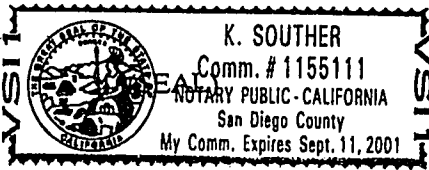
Nicki Wilson #10528 IIR

LIANE BRUNO, ADMINISTRATOR

Heavenly View  
V. Wilson

State of California )  
 )ss.  
County of San Diego )

On 6-12, 1998, before me, K. Souther, personally appeared Liane Bruno, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

K. Souther

State of California )  
 )ss.  
County of )

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WITNESS my hand and official seal.

(SEAL)

Heavenly  
View

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PARTNERS

Eldorado Bank, CPBO  
Scott J. Wilson, IRA  
\_\_\_\_\_  
Scott J. Wilson  
#10264ITR

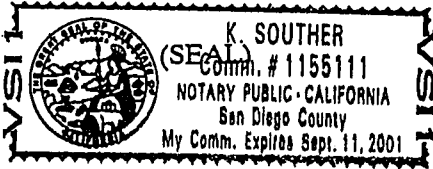
  
\_\_\_\_\_  
LIANE BRUNO, ADMINISTRATOR

S. Wilson  
Heavily View

State of California )  
County of San Diego )ss.

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WITNESS my hand and official seal.



K. Souther

State of California )  
County of \_\_\_\_\_ )ss.

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WITNESS my hand and official seal.

(SEAL)

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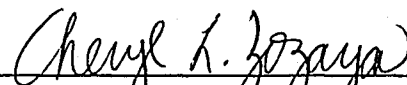
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This Agreement has been executed at San Diego County, California, as of the day and year first above written.

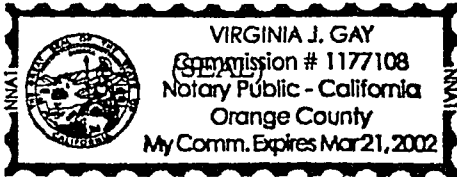
PARTNERS

  
\_\_\_\_\_  
Michael A. Lozaya

  
\_\_\_\_\_  
Cheryl L. Lozaya

State of California )  
 )ss.  
County of ORANGE )

On 5/29, 1998, before me, VIRGINIA J. GAY, personally appeared Michael A & Cheryl L. Zozaya, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Virginia J. Gay

State of California )  
 )ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_



State of California )  
County of San Diego )ss.

The undersigned, each for himself or herself, being duly sworn, deposes and says that:

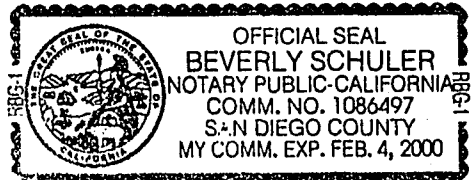
I am a partner in the partnership named in the above statement of partnership, and that I have read the foregoing statement of partnership and know the contents thereof. I hereby declare that all of the facts stated in the foregoing statement of partnership are true.

I declare, under penalty of perjury, that the above is true and correct and that this declaration was executed as of April 28, 1998, at Encinitas, California.

[Signature]  
David Cohen  
Ruth R. Cohen  
Ruth R. Cohen

SUBSCRIBED AND SWORN to before me this 28<sup>th</sup> day of April, 1998.

[Signature]  
Notary Public in and for said County and State



State of California )

)ss.

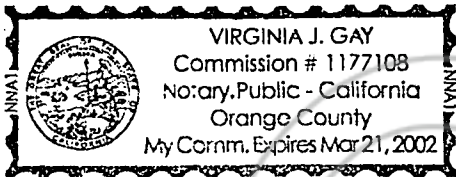
County of Orange )

The undersigned, each for himself or herself, being duly sworn, deposes and says that:

I am a partner in the partnership named in the above statement of partnership, and that I have read the foregoing statement of partnership and know the contents thereof. I hereby declare that all of the facts stated in the foregoing statement of partnership are true.

I declare, under penalty of perjury, that the above is true and correct and that this declaration was executed as of October 29, 1998 at LAGUNA HILLS, California.

Kathryn Sue Beckwith Trustee  
Kathryn Sue Beckwith, Trustee



SUBSCRIBED AND SWORN to before me this 29th day of October, 1998.

Virginia J. Gay  
Notary Public in and for said County and State

## Heavenly View Partners Exhibit A - Escrow List of Partners

Legal Name	Units Owned	Investment Amount	Ownership %
Margaret R Akin, IRA ELDORADO Bank, CFBO	10000	\$10,000.00	0.821200%
Catherine L Barrow, IRA ELDORADO Bank, CFBO	15000	\$15,000.00	1.231700%
Kathryn Sue Berkowitz, Trustee FBO The Kathryn Berkowitz Intervivos, Trust DTD 11/4/97	20000	\$20,000.00	1.642300%
Mary Castle, IRA ELDORADO Bank, CFBO	8000	\$8,000.00	0.656900%
Thomas E & Mary Castle	6000	\$6,000.00	0.492700%
David A Cheresh, IRA ELDORADO Bank, CFBO	17200	\$17,200.00	1.412400%
David A Cheresh & Judith A Varner	8000	\$8,000.00	0.656900%
Robert W Churchill, IRA ELDORADO Bank, CFBO	11700	\$11,700.00	0.960700%
Jonathan L Cobb, IRA ELDORADO Bank, CFBO	15000	\$15,000.00	1.231700%
David & Ruth R Cohen	15000	\$15,000.00	1.231700%
Bruce & Jacqueline A Dain	16900	\$16,900.00	1.387700%
Jon G De Lucia, IRA Eldorado Bank, CFBO	20000	\$20,000.00	1.642300%
Jon G & Deborah L De Lucia	10000	\$10,000.00	0.821200%
John G Doty, IRA ELDORADO Bank, CFBO	5000	\$5,000.00	0.410600%
Leo T Dufresen Jr, IRA ELDORADO Bank, CFBO	15000	\$15,000.00	1.231700%
Tom English, IRA ELDORADO Bank, CFBO	5600	\$5,600.00	0.459800%
Tom English, Trustee Tom English 1997 Profit Sharing	5500	\$5,500.00	0.451600%
Tom English, Trustee Tom English Money Purchase Pension	4700	\$4,700.00	0.385900%
Charles M Evans, Trustee FBO Charles M Evans Revocable Living Trust Dated 12/12/95	6800	\$6,800.00	0.558400%
Charles M Evans, IRA ELDORADO Bank, CFBO	3200	\$3,200.00	0.262800%
Dean H & Mary Schumacher Fawcett	13600	\$13,600.00	1.116800%

Tuesday, November 17, 1998 1:17 PM

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BK 1198 PG 4743

Legal Name	Units Owned	Investment Amount	Ownership %
Dean H Fawcett, IRA Eldorado Bank, CFBO	6400	\$6,400.00	0.525500%
Michael R & Elizabeth J George	10000	\$10,000.00	0.821200%
Kim F & Annette M Goetz	10000	\$10,000.00	0.821200%
Thomas Goff, IRA ELDORADO Bank, CFBO	11500	\$11,500.00	0.944300%
Andrew T Greene, IRA ELDORADO Bank, CFBO	15000	\$15,000.00	1.231700%
Michael J Hellmer, Trustee Submicron Design Inc Profit Sharing Plan	18000	\$18,000.00	1.478100%
Mari J Hirst, IRA ELDORADO Bank, CFBO	10000	\$10,000.00	0.821200%
Priscilla Hoffman, IRA ELDORADO BANK, CFBO	15000	\$15,000.00	1.231700%
Mark Howard, IRA ELDORADO Bank, CFBO	8900	\$8,900.00	0.730800%
Ronald E & Jaya B Kaelberer	20000	\$20,000.00	1.642300%
Wendell W & Grace Keivens	2300	\$2,300.00	0.188900%
Wendell W Keivens, IRA ELDORADO Bank, CFBO	7700	\$7,700.00	0.632300%
Jon Kimler, IRA ELDORADO Bank, CFBO	10000	\$10,000.00	0.821200%
William T& Barbara J Kivlen	15000	\$15,000.00	1.231700%
Peter Kornhaber, IRA EL DORADO Bank, CFBO	40000	\$40,000.00	3.284600%
Michael & Blair A Lindberg	20000	\$20,000.00	1.642300%
David F Macy & Elaine A Macy, Trustees The D & E Macy Family Revocable Living Trust UTD	15000	\$15,000.00	1.231700%
Edward A & Christie L Martinez	10000	\$10,000.00	0.821200%
Jerry T McFadden, SEP IRA ELDORADO Bank, CFBO	10000	\$10,000.00	0.821200%
Pedro E & Roberta A Menendez	34800	\$34,800.00	2.857600%
Terri Renee Scott-Mirelez & Juan Mirelez	7000	\$7,000.00	0.574800%
Richard J Moore	14000	\$14,000.00	1.149600%

Tuesday, November 17, 1998 1:17 PM

Page 2 of 4

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BK 1198PG4744

Legal Name	Units Owned	Investment Amount	Ownership %
Alexander J Ogg, Jr., IRA ELDORADO Bank, CFBO	30000	\$30,000.00	2.463500%
Robert & Nancy A Oseguera	10000	\$10,000.00	0.821200%
Wayne & Maritza Padgett, Trustees FBO Padgett Family Trust	15000	\$15,000.00	1.231700%
Laura Jo Partch, IRA ELDORADO Bank, CFBO	2000	\$2,000.00	0.164200%
Forest H Partch, IRA ELDORADO Bank, CFBO	7800	\$7,800.00	0.640500%
Christine M Patterson, IRA ELDORADO Bank, CFBO	4000	\$4,000.00	0.328500%
Raymond E & Christine M Patterson	23000	\$23,000.00	1.888700%
Nancy Peinado, IRA ELDORADO Bank, CFBO	20000	\$20,000.00	1.642300%
Stanley C Ray, IRA ELDORADO Bank, CFBO	30000	\$30,000.00	2.463500%
Sim Romero, IRA ELDORADO Bank, CFBO	23000	\$23,000.00	1.888700%
Michael A Rubin	10000	\$10,000.00	0.821200%
Salli Sue Sammut, IRA ELDORADO Bank, CFBO	15000	\$15,000.00	1.231700%
Ariel F Sarino	13000	\$13,000.00	1.067500%
Ariel F Sarino, IRA ELDORADO Bank, CFBO	5800	\$5,800.00	0.476300%
Christopher J Sathre	6800	\$6,800.00	0.558400%
Curtis J Sathre III, Trustee Curtis J Sathre III Profit Sharing Plan	10000	\$10,000.00	0.821200%
Jeffrey D Schipper, IRA Eldorado Bank, CFBO	30000	\$30,000.00	2.463500%
Janni S Sipes, IRA ELDORADO Bank, CFBO	11800	\$11,800.00	0.969000%
Kenneth C & Kathryn M Strait	20000	\$20,000.00	1.642300%
Gary P Thimes, IRA ELDORADO Bank, CFBO	10000	\$10,000.00	0.821200%
Roy L. Thompson III, IRA ELDORADO Bank, CFBO	33000	\$33,000.00	2.709800%
Mary K Treadway, IRA ELDORADO Bank, CFBO	8000	\$8,000.00	0.656900%

Tuesday, November 17, 1998 1:17 PM

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Legal Name	Units Owned	Investment Amount	Ownership %
Mary K Treadway	17000	\$17,000.00	1.396000%
Valmore E & Lori L Valiquette	10000	\$10,000.00	0.821200%
David K Watson, IRA ELDORADO Bank, CFBO	15000	\$15,000.00	1.231700%
Western Financial Planning Corp	239300	\$239,300.00	19.649800%
Gerald L White, IRA ELDORADO Bank, CFBO	16000	\$16,000.00	1.313800%
David R & Paula E Wild, Trustees The David R Wild & Paula E Wild 1992 Trust	10000	\$10,000.00	0.821200%
Scott J Wilson, IRA ELDORADO Bank, CFBO	13600	\$13,600.00	1.116800%
Vicki Wilson, IRA ELDORADO Bank, CFBO	900	\$900.00	0.073900%
Michael A & Cheryl L Zozaya	15000	\$15,000.00	1.231700%
<b>Signatory Partner: Ronald E. Kaelberer</b>			
<b>Alternate Signatory:</b>			
<b>TOTALS</b>	<b>1217800</b>	<b>\$1,217,800.00</b>	<b>100.000000%</b>

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
 IN OFFICIAL RECORDS OF  
 DOUGLAS CO., NEVADA

'98 NOV 19 P2:32

Tuesday, November 17, 1998 1:17 PM

Page 4 of 4

0454589

BK 1198 PG 4746

LINDA SLATER  
 RECORDER  
 \$180<sup>00</sup> PAID *eh* DEPUTY