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BOOK

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SAFECO TITLE INS. CO.

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Recording Requested by and mail to:
Gabor Rosenberg
% Gabe Management
13006 E. Philadelphia St.
Suite 603
Whittier, Ca. 90601

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CA
AUG 4 1980 AT 8 A.M.
Recorder's Office

FEE \$ 23.00 P 18

CERTIFICATE AND AGREEMENT

OF

LIMITED PARTNERSHIP OF

SELTICE INVESTMENTS

Gabor Rosenberg of Los Angeles, California, herein referred to as General Partner(s) and those persons whose names are set forth on Exhibit A attached hereto, herein referred to as "Limited Partners" hereby certify and agree that:

1. FORMATION OF LIMITED PARTNERSHIP: They hereby form a Limited Partnership, herein referred to as the "Partnership", pursuant of the provisions of Chapter 2, Title 2 of the Corporations Code of the State of California, known as the "Uniform Limited Partnership Act" of California.
2. NAME OF PARTNERSHIP: The name of the Partnership is Seltice Investments.
3. PURPOSE OF PARTNERSHIP: The purpose of the Partnership is to acquire own, lease and manage for investment a real estate project which will consist of a commercial building described on Exhibit B attached hereto and incorporated herein by this reference; said commercial building is hereinafter sometimes referred to as "the subject property". The building will be purchased directly from the present owners.
4. PRINCIPAL PLACE OF BUSINESS: The location of the principal place of business of the Partnership is to be: c/o Gabe Management, 13006 E. Philadelphia St., Suite 603, Whittier, Ca. 90601; or at any other place in said County of Los Angeles that the General Partner(s) may select, upon written notice of the Limited Partners.

accommodation

5. MEMBERS OF PARTNERSHIP: The name and place of residence of the General Partner(s) is as follows:

Gabor Rosenberg
13036 Chandler Blvd.
Van Nuys, Ca. 91401

The names and places of residence of each Limited Partner are set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

6. TERMS OF PARTNERSHIP: The Partnership shall continue for a period of twenty-five (25) years, commencing with the date of the recordation of the Certificate and Agreement unless terminated otherwise as provided herein.
7. CASH CONTRIBUTIONS OF LIMITED PARTNERS, ACCOUNTS AND WITHDRAWALS:
- (a) The Limited Partners' initial capital contribution in cash (sometimes herein referred to as original investment) to the Partnership are set forth on Exhibit "A" attached hereto. No property other than cash has been contributed by any Limited Partner.
 - (b) An individual capital account and income account shall be maintained for each partner to which shall be credited or debited his contributions or withdrawals as the case may be.
8. NO ADDITIONAL CONTRIBUTIONS:
- (a) The Limited Partners have in no way whatsoever agreed and cannot be compelled to make contributions to the Partnership.
 - (b) However, it is agreed that should additional funds be required, from time to time during the duration of this Partnership, that the General Partner(s) is hereby authorized and empowered to provide the aforesaid additional funds, as required, by pledging and hypothecating the Partnership realty and the general credit of the Partnership as security for said additional funds, providing nothing herein shall be construed as to give the General Partner authority to increase the liability of the Limited Partners, or that of any one of them, beyond the amount of their initial capital contribution.
9. TIME OF RETURN OF CAPITAL CONTRIBUTION: No time has been agreed upon when the contribution of each Limited Partner is to be returned.

10. SHARE OF PROFITS, LOSSES AND OTHER DISTRIBUTIONS: LIMITATION OF LIABILITY

(a) Acquisition, Distribution of Loan Proceeds -

The down payment on the purchase price of the subject property and all costs incurred therewith, including taxes, escrow, legal, accounting charges, working capital, etc., as well as expenses of organizing this Partnership, will be financed by the capital contributions as set forth in said Exhibit "A", plus, if necessary, a loan to the Partnership pursuant to paragraph 8 (b) hereof. If any loan proceeds not necessary for the operation and improvement of the subject property are obtained due to a subsequent refinancing of the property and such excess funds in the sole discretion of the General Partner(s) are not required for reserves, the retiring of loans or improvements, then they shall be distributed to the Limited Partners in the same manner as distribution of excess funds on sale as provided in subparagraphs (d) (2) and (3) of this paragraph (10).

(b) Distribution of Net Cash Received - All net cash received shall be retained by the Partnership to conduct Partnership business and reduce Partnership indebtedness. At the sole discretion of the General Partner any cash not required to meet current expenses, reserves, improvements and for trust deed payments may be distributed to the Limited Partners pursuant to their interests as set forth on Exhibit "A" attached hereto.

(c) Apportionment of Profits, Loss and Limitation of Liability -

(1) The net taxable income or loss of the Partnership shall be determined in accordance with approved and accepted accounting practices as soon as possible after each calendar year.

(2) The net taxable income or loss will be allocated as between the Limited Partners pursuant to their interests, as provided in said Exhibit "A".

(3) No Limited Partners shall be personally liable for any of the debts of the Partnership or any of the losses thereof beyond the amount originally contributed by said partner to the capital of the Partnership, anything to the contrary herein inferable notwithstanding.

(d) Distribution on Sale - In the event of the sale of Partnership realty, which sale shall be limited to a sale which has the prior written approval of more than fifty per cent (50%) in interest of all Limited Partners, the Partnership shall terminate and dissolve. Except in the event that a purchase money mortgage is accepted as part of the consideration of the sale the Partnership shall continue in operation until such mortgage is fully paid or otherwise liquidated. At said time the distribution of the net proceeds of said sale and all other assets of the Partnership shall be made as follows:

(1) The assets of the Partnership on dissolution shall first be used to discharge any obligations of the Partnership.

- (2) Any remaining assets shall then be used to repay to the Limited Partners their remaining cash investment (original cash investment, less distributions of proceeds of any refinancing pursuant to subparagraph (a) of this paragraph (10), and less the total of Net Cash distributed pursuant to subparagraph (b) of this paragraph (10):
- (3) Any remaining assets shall be divided among all Limited Partners in proportion to each Partner's capital contribution as set forth in Exhibit "A".

11. SALE, ASSIGNMENT OR TRANSFER OF LIMITED PARTNER'S INTEREST:

No partner may sell, assign or transfer his interest in this partnership other than to his spouse or children, except upon the following terms and conditions.

- (a) The partner desiring to sell, transfer or assign all or any portion of his interest in this partnership shall communicate in writing to the other partners, stating in said communication the interest that the offeror proposes to sell, assign or transfer, and the terms of the proposed sale, assignment or transfer.
- (b) The communication shall be sent Registered Mail, addressed to the other partners, at the last known addresses as indicated on the book of account of the partnership.
- (c) The partners receiving said notices shall have ten (10) days from the postmark date on said notices to purchase the interest offered at the purchase price as offered. Each partner desiring to purchase the interest offered shall be entitled to purchase the same proportion of the offered interest as the interest owned by the prospective purchaser bears to the interest owned by the other partners on the date of the postmark of the offer of the offering partner.
- (d) In the event, at the close of the ten (10) day period specified above, the entire offered interest has not been purchased pro rata by all of the remaining partners other than the offering partner, then the interest which is available as a result of the failure of one or more of the partners to purchase all of the interest to which they would be entitled, shall forthwith be offered in proportion to the respective interests of each partner that has purchased the interest to which he was entitled in the first instance; the interest being made available among such partners in proportion to their respective interests in the same fashion as aforesaid, with only the interests of the purchasing partner being considered in this regard. Any interest not purchased by the expiration of the second ten (10) day period, as aforesaid, may then be sold by the offering partner to any person or entity he may desire during the next ensuing ten (10) days on the same (or more favorable from the standpoint of the offeror) terms as those previously offered to the other partners hereunder. Any interest not sold after it has been reoffered to the other partners in accordance with this agreement may be sold to any outside party. Notwithstanding anything contained herein, any partner who receives a bona fide offer from a third party must first offer the remaining partners the right to purchase said interest on the terms and conditions of said offer and the remaining partners shall have a period of twenty (20) days in which to exercise the right to purchase pro rata the share or

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- (d) shares in said partnership so offered. If one or more of the partners fails to exercise his option to purchase hereunder, the remaining partners may purchase the entire share so offered, pro rata, within the next ensuing ten (10) days.
- (e) Any sale, transfer, hypothecation or assignment of any interest hereunder shall continue to remain subject to all of the requirements of this agreement. Any sale, transfer or assignment of any interest hereunder not meeting the foregoing conditions precedent shall be deemed null and void.
- (f) Any assignee, or purchaser of any interest hereunder shall as a condition precedent to the vesting of his interest, execute a written agreement assuming the obligations of this limited partnership agreement and shall deposit same with the General Partner(s).
12. SUBSTITUTED AND ADDITIONAL PARTNERS: No new partner may or shall be admitted to the Partnership in place and in stead of any outgoing partner or as an additional partner unless and until the admission of such partner shall be approved in writing by the General Partner(s). However, in no event shall the rights of any Limited Partner be subordinate to any new partner. Nothing herein shall be construed to allow the transfer of any interest in this Partnership without following the procedure outlined in Paragraph 11 above.
13. NO PRIORITY: No right is given to any Limited Partner to any priority over any other Limited Partner, as to contribution or as to compensation or other income from the assets of the business of the Partnership.
14. DISSOLUTION OF PARTNERSHIP AND RIGHTS ON DEATH:
- (a) Death of one of the General Partners will not work a dissolution of the Partnership, but the remaining Partner will carry on the duties of the deceased General Partner. Death of all of the General Partners, shall at such time, work an immediate dissolution of the Partnership.
- (b) A voluntary agreement, in writing, of more than fifty per cent (50%) in interest of all Partners shall terminate the Partnership; further, as provided in paragraph 10(d) above, the Partnership shall terminate and dissolve on the sale of the Partnership realty.
- (c) In the event of the dissolution of the Partnership either by voluntary agreement, sale of the Partnership realty, expiration of the term provided for herein, or pursuant to the provisions of subparagraph (a) hereof, then a proper accounting shall be made of the capital and income accounts of each partner and of net profit or net loss of the Partnership to the date of dissolution.
- (d) Upon termination of the Partnership business by agreement of the partners, or for any other reason, its liabilities and obligations to creditors shall be paid and its assets or the proceeds of their sale shall be distributed as set forth in paragraph 10(d), (1), (2) and (3).

(e) In the event of the death of a General Partner, all rights of the deceased General Partner to share in any of the profits, losses, or other distributions of the Partnership as provided herein shall devolve upon his personal representatives; however, nothing herein shall make and/or constitute said personal representative a General Partner.

(f) The death of one or more Limited Partners shall not terminate the Partnership, but his rights to receive a share of the profits, losses, and other distributions of the Partnership as provided herein shall devolve on his personal representative, or in the case where the Limited Partnership interest is held in joint tenancy, shall pass to the surviving joint tenant and the Partnership shall continue as a Limited Partnership.

15. MATTERS SUBJECT TO CONSENT OF LIMITED PARTNERS. The Limited Partners have the following voting rights:

(a) As set forth in paragraph 10 (d) above, sale of Partnership realty requires the prior written approval of more than fifty percent (50%) in interest of all Partners.

(b) As set forth in paragraph 14 (b) above, the Partnership may be terminated upon the voluntary written agreement of more than fifty percent (50%) in interest of all Partners.

16. DUTIES AND POWERS OF GENERAL PARTNER(S)

(a) The business and affairs of the Partnership shall be conducted by the General Partner(s). The General Partner(s) shall possess and may exercise all of the rights and powers of General Partner(s) as is more particularly provided and limited by the Limited Partnership Law of the State of California, including but not limited to the right and authority to sell, assign, or convey (subject to the limitations contained herein) the subject property; and to hypothecate, lease or otherwise encumber the subject property as well as refinance or prepay, in whole or in part, any encumbrances on the subject property. In this connection, the General Partner(s) shall have the right to, and may from time to time employ on behalf of the Partnership such persons, firms or corporations as they, in their sole judgement, shall deem advisable for the operation and management of the business of the Partnership, including but not limited to accountants, attorneys and building managers, on such terms and for such compensation as the General Partner(s) in their sole judgment shall determine. The General Partner(s) shall be entitled to advances and reimbursement for all expenses or expenditures incurred by them on behalf of the Partnership and its business, and the same shall be considered and deemed to be an expense of the Partnership in any determination and division or sharing of the profits, losses, and net cash receipts.

- (b) The General Partner(s) shall devote such of his/their time as he/they in his/their discretion deem necessary to the affairs of the Partnership business. For such services, the General Partner(s) shall receive a fee (to be considered a cost of operation of the business) equal to three per cent (3%) of the gross revenue derived from the Partnership realty operations and related facilities, to be computed and paid monthly. Cost of management shall in any case not exceed 3% except for an additional \$10,700. Any of the partners, General or Limited, may engage in or possess an interest in other business ventures of every nature and description, independently or with others, and neither the Partnership nor any of the other partners, Limited or General, shall have any right by virtue of this agreement in and to such independent ventures or to the income or profits derived therefrom. The 3% shall include accounting and preparation of partnership tax returns.
- (c) The Limited Partners shall not take part in the management of the business, or transact any business for the Partnership, and shall have no power to sign for or bind the Partnership. No salary shall be paid any partner in his capacity as a Limited Partner.
- (d) The partnership shall maintain, at the office of the partnership or of its accountants, books, records, and accounts showing separately, in accordance with generally accepted accounting principles applied on a consistent basis, all items that in any way affect the financial and tax computations called for by this agreement, and shall make books, records and accounts available for inspection by any partner, general or limited, at all reasonable times.
- (e) Within 60 days after the close of each accounting quarter, the general partner(s) shall cause to be prepared an income and cash flow statement, all shall, within 90 days after the close of the accounting year, cause a report to be furnished to each member of the partnership which will include a balance sheet as of the last day of the accounting year and a statement of income or profit and loss for the year. The balance sheet or accompanying comments shall set forth all of the following:
- (1) The basis used in stating the valuation of assets and any changes in basis during the accounting period.
 - (2) Changes in partnership capital accounts.
 - (3) Any amounts of loans or advances to or from the general partner(s) or any officer(s), shareholder(s), or employee(s) of the general partner(s).

The statements shall show in particular the amount of any changes in income or loss and the cash available for distribution, and shall show in particular the amounts of depreciation, depletion, amortization, interest, and extraordinary income or changes, whether or not included in operating income.

- (f) When executing any document(s) or agreement(s) pertaining to the subject property herein on behalf of the partnership, it is understood and agreed that a General Partner(s) may execute the same in the following manner:

SELTICE INVESTMENTS
A Limited Partnership

By Gabor Rosenberg
General Partner

- (g) A General Partner may not, without the written consent of all the partners, do any act in contravention of this agreement or which would make it impossible to carry on the ordinary business of the partnership.

17. POWER OF ATTORNEY REGARDING CERTIFICATE OF LIMITED PARTNERSHIP AND CERTIFICATE OF DOING BUSINESS UNDER FICTITIOUS FIRM NAME:

The Limited Partners, jointly and separately, hereby irrevocably constitute and appoint the General Partner(s) their true and lawful attorney(s) in his/their name, place and stead do make, execute, acknowledge and record and/or file and publish the following:

- (a) The Certificate and Agreement of Limited Partnership, a Certificate of doing business under Fictitious Name, Escrow Instructions, Deeds and Deeds of Trust in connection with the property described in Exhibit B, and any other instruments which may be required to be filed and/or recorded and/or published by the Partnership under the laws of the State of California.
- (b) An amendment of the Certificate of Limited Partnership under the laws of the State of California recording any changes or transfers in proportional interest among the Limited Partners only. Nothing shall be construed herein to give the General Partner(s) the right to execute an amendment which would change the definition of rights of the Limited Partners or their interest as a group in the Partnership.
- (c) Any and all amendments of the instruments described in the preceding (a) and (b).

The foregoing power of attorney shall survive the delivery of any assignment by a Limited Partner of the whole or any portion of his/her Limited Partnership interest, any assignee (whether he/she be a substitute Limited Partner or not) of a Limited Partner does hereby constitute and appoint the General Partner(s) his/her attorney in fact in the same purposes as the assignor.

18. **NOTICE:** All notices under this Certificate and Agreement shall be in writing and shall be given to the Limited Partners at the addresses set forth on Exhibit "A", and to the Partnership at the Partnership's principal office, or at such other address as any of the parties may hereafter specify in the same manner.

19. **AGREEMENT IN COUNTERPARTS:** This Certificate and Agreement may be executed in several counterparts, and all so executed shall constitute one Certificate and Agreement, binding on all parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

20. **SURVIVAL OR RIGHTS:** Except as herein otherwise provided to the contrary, this Certificate and Agreement shall be binding upon and inure to the benefit of the parties, signatory hereto, their personal representatives, heirs and assigns.

IN WITNESS WHEREOF, I so certify and enter into this agreement this
1st day of August, 1980.

GENERAL PARTNER:


GABOR ROSENBERG

STATE OF CALIFORNIA
COUNTY OF Los Angeles
On August 1, 1980

before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gabor Rosenberg

known to me
to be one of the partners of the partnership
that executed the within instrument, and acknowledged to me that
such partnership executed the same.

Signature Billie J. Sandlin

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FOR NOTARY SEAL OR STAMP



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'80-741027

EXHIBIT ASELTICE INVESTMENTS
A Limited PartnershipLIMITED PARTNERS:

<u>NAME:</u>	<u>ADDRESS:</u>	<u>\$ INVESTMENT</u>	<u>% INVESTME</u>
Frank B. Carr and Myrtle L. Carr	830 W. Williamson Avenue Fullerton, Ca. 92635	\$30,000.00	10%
Ellie Janssen	2640 NE 135th Street N. Miami, Florida 33161	\$10,000.00	3.33%
Max Rotbart and Helen Rotbart	1540 Zenobia Street Denver, Colo. 80204	\$15,000.00	5%
Sidney H. Elman	11503 Laurelcrest Drive Studio City, Ca. 91604	\$15,000.00	5%
Harry Anton	842 N. Harper Ave. W. Hollywood, Ca. 90046	\$30,000.00	10%
Irving Ackerman and David J. Kane	1180 S. Beverly Blvd. #500 Los Angeles, Ca. 90035	\$30,000.00	10%
John J. Stearns and Edna H. Stearns	1546 Averill Park Drive San Pedro, Ca. 90732	\$24,000.00	8%
 <u>GENERAL PARTNER</u>		<u>\$146,000.00</u>	<u>48.67%</u>
		<u>\$300,000.00</u>	<u>100%</u>

'80-741027

LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT

BY LIMITED PARTNER

The undersigned hereby executes the Certificate and Agreement of Limited Partnership of "SELTICE INVESTMENTS".

LIMITED PARTNERS:

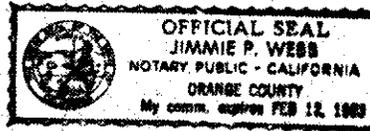
FRANK B. CARR
Signature Frank B. Carr *W*
Social Security Number 575-10-7650

MURTLE L. CARR
Signature Murtle L. Carr
Social Security Number 470-09-4519

STATE OF CALIFORNIA }
COUNTY OF ~~LOS ANGELES~~ } ss.
ORANGE

On JUNE 20, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANK B. AND MURTLE L. CARR known to me to be the person(s) whose name(s) ARE subscribed to the within instrument and acknowledged that THEY executed the same.

Jimmie P. Webb
Signature



STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged that _____ executed the same.

Signature _____

'80- 741027

LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT

BY LIMITED PARTNER

The undersigned hereby executes the Certificate and Agreement of Limited Partnership of "SELTICE INVESTMENTS".

LIMITED PARTNERS:

Ellie Janssen
Signature ELLIE JANSSEN
115 01 0546
Social Security Number

Signature

Social Security Number

FLORIDA
STATE OF _____ } ss.
COUNTY OF _____ }
BROWARD

On June 9, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared ELLIE JANSSEN known to me to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged that SHE executed the same.

Louis E. Mooney
Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 2 1983
BONDED UNDER GENERAL 116, UNRENEWED

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged that _____ executed the same.

Signature

180-741027

LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT
BY LIMITED PARTNER

The undersigned hereby executes the Certificate and Agreement
of Limited Partnership of "SELTICE INVESTMENTS":

LIMITED PARTNERS:

Max Rotbart
Signature MAX ROTBART
523-38-2566
Social Security Number

Helen Rotbart
Signature HELEN ROTBART
521-66-9915
Social Security Number

~~STATE OF CALIFORNIA~~
~~COUNTY OF LOS ANGELES~~ } ss.
COLOZADO
JEFFERSON

On 25th Day of June A.D. before me, the undersigned, a Notary Public in and for
said County and State, personally appeared Max Rotbart + Helen Rotbart
known to me to be the person(s) whose name(s) are subscribed to the within
instrument and acknowledged that they executed the same.

John W. Neiminger
Signature

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES

my commission expires February 25, 1984

On _____ before me, the undersigned, a Notary Public in and for
said County and State, personally appeared _____
known to me to be the person(s) whose name(s) _____ subscribed to the within
instrument and acknowledged that _____ executed the same.

Signature _____

'80-741027

LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT

BY LIMITED PARTNER

The undersigned hereby executes the Certificate and Agreement of Limited Partnership of "SELTICE INVESTMENTS".

LIMITED PARTNERS:

X Sidney H. Elman
Signature SIDNEY H. ELMAN
142-12-8429
Social Security Number

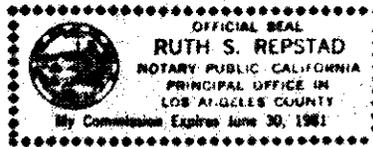
Signature _____

Social Security Number _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On June 27, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sidney H. Elman** known to me to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged that he executed the same.

Ruth S. Repstad
Signature Ruth S. Repstad



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged that _____ executed the same.

Signature _____

80-741027

LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT

BY LIMITED PARTNER

The undersigned hereby executes the Certificate and Agreement of Limited Partnership of "SELTICE INVESTMENTS".

LIMITED PARTNERS:

Harry Anton
Signature HARRY ANTON
124-16-6807
Social Security Number

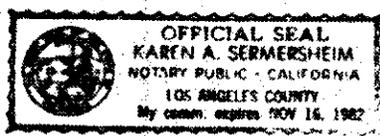
Signature

Social Security Number

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss.

On July 31, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared HARRY ANTON known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same.

Karen A. Sermersheim
Signature



STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) _____ subscribed to the within instrument and acknowledged that _____ executed the same.

Signature

80-741027

LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT
BY LIMITED PARTNER

The undersigned hereby executes the Certificate and Agreement
of Limited Partnership of "SELTICE INVESTMENTS".

LIMITED PARTNERS:

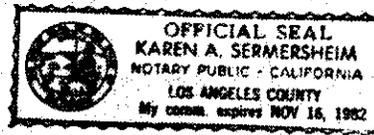
Irving Ackerman
Signature IRVING ACKERMAN
087-24-3868
Social Security Number

David J. Kane
Signature DAVID J. KANE
568-40 8369
Social Security Number

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On July 25, 1980 before me, the undersigned, a Notary Public in and for
said County and State, personally appeared IRVING ACKERMAN + DAVID J. KANE
known to me to be the person(s) whose name(s) ARE subscribed to the within
instrument and acknowledged that they executed the same.

Karen A. Sermersheim
Signature



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On _____ before me, the undersigned, a Notary Public in and for
said County and State, personally appeared _____
known to me to be the person(s) whose name(s) _____ subscribed to the within
instrument and acknowledged that _____ executed the same.

Signature _____

180-741027

LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT

BY LIMITED PARTNER

The undersigned hereby executes the Certificate and Agreement of Limited Partnership of "SELTICE INVESTMENTS".

LIMITED PARTNERS:

Signature

[Handwritten Signature]

John J. STEARNS

410-78-7832
Social Security Number

Signature

[Handwritten Signature]

EDNA H. STEARNS

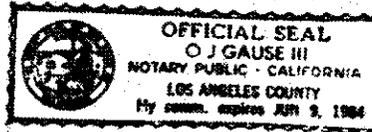
566-76-2966
Social Security Number

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On 7/31/80 before me, the undersigned, a Notary Public in and for said County and State, personally appeared John J. Stearns and Edna H. Stearns known to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same.

Signature

[Handwritten Signature]



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that _____ executed the same.

Signature

80-741027

SELTICE INVESTMENTS, A LIMITED PARTNERSHIP

Property Description

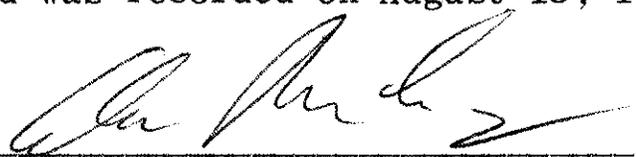
June 1, 1980

- ADDRESS:** Seltice Way, off U.S. Highway 10, Coeur D'Alene, Idaho
- AGE:** Approximately one year
- STYLE:** Prefab Prestressed Concrete, 17 feet high dropped luminous ceiling in office areas. All insulated.
- RENTAL:** Total land area approximately one acre.
Rentable space - 22,000 square feet.
NNN master lease on the entire property.
\$6,000.00 per month with 5% increase per year.

JAN 20 3 04 PM '82
RECORDED & INDEXED

CERTIFICATE

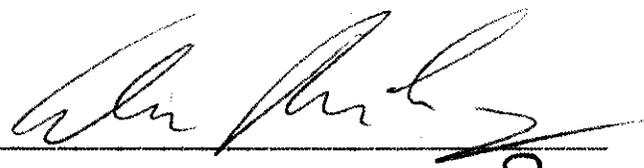
I, GABOR ROSENBERG, General Partner, hereby certify that the Certificate and Agreement of Limited Partnership of Seltice Investments, is recorded in Book 114, Page 934A of the Records of Kootenai County, Idaho, and was recorded on August 13, 1981.



Gabor Rosenberg

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

GABOR ROSENBERG, being first duly sworn, deposes and says: That he is the General Partner named in the foregoing Certificate; that he has read the same, knows the contents thereof, and verily believes the facts therein stated to be true and correct.



Subscribed and sworn to before me this 15 day of ~~December~~,
1981.



Notary Public for California
Residing at Los Angeles