



**Department of State.**

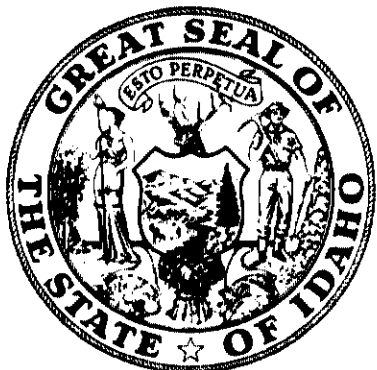
**CERTIFICATE OF REGISTRATION  
OF**

**WEST COAST PROPERTIES VI**

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

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to **WEST COAST PROPERTIES VI** to transact business in this State under the name **WEST COAST PROPERTIES VI** and attach hereto a duplicate original of the Application for Registration.

Dated **July 28, 1982**



*Pete T. Cenarrusa*

SECRETARY OF STATE

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

**To the Secretary of the State of Idaho:**

1. The name of the limited partnership is West Coast Properties VI

2. The name which it shall use in Idaho is Nest Coast Properties, VI

3. It is organized under the laws of the state of California

4. The date of its formation is March 31, 1982

5. The address of its registered or principal office in the state or country under the laws of which it organized is 4010 Moorpark Ave., #105, San Jose, CA 95117 -<

6. The name and street address of its proposed registered agent in Idaho are BOBO

Mary L. Brockway, 9412 Marigold, Boise, Idaho 83704

7. The general character of the business it proposes to transact in Idaho is:

Purchase real property for capital growth and tax shelter

8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name \_\_\_\_\_

### General or Limited

**Address**

(continued on reverse)

8. (Continued)

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

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

Dated

June 21, 1982, 19\_\_

By

West Coast Properties VII  
Dennis G. Brockway

A General Partner

STATE OF IDAHO )

) ss:

COUNTY OF ADA )

I, DARLENE ANDERSON, a notary public, do hereby certify that on this  
8TH day of JULY, 19 82, personally appeared  
before me DENNIS G. BROCKWAY, who being by me first duly sworn,  
declared that he is a general partner of WEST COAST PROPERTIES VI

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

Darlene M. Anderson  
Notary Public

STATE OF CALIFORNIA ]  
County of Santa Clara ] SS.

GEORGE A. MANN, Recorder of  
the above entitled County, do hereby cer-  
tify that the annexed is a full, true and cor-  
rect copy of the original, at the time when  
presented for record in my office.

WITNESS my hand and official seal  
this 31 day of March 1982

By [Signature] Deputy

RECEIVED

'82 JUL 28 PM 1:59

7326665

SECRETARY OF

STATE FOR RECORD  
AT REQUEST OF

*West Coast Properties VI*  
MAR 31 12 32 PM '82

RECORDING REQUESTED BY:

WEST COAST PROPERTIES VI

WHEN RECORDED, RETURN TO:

WEST COAST PROPERTIES VI  
c/o Dennis G. Brockway  
4010 Moorpark Ave., #105  
San Jose, CA 95117

REC. FEE	8
MICRO	1
LIEN NOT	
SMPF	

OFFICIAL RECORDS  
SANTA CLARA COUNTY  
RECORDING DEPARTMENT  
CLERK/RECORDER

For Recorder's Use

# CERTIFICATE OF LIMITED PARTNERSHIP

OF

WEST COAST PROPERTIES VI  
A California Limited Partnership

This Certificate of Limited Partnership is prepared and recorded pursuant to the Uniform Limited Partnership Act as set forth in the Corporations Code of the State of California.

1. The name of the Partnership is West Coast Properties VI.
2. The character of the business of the Partnership is to purchase, own, maintain and sell real property.
3. The location of the principal place of business is Santa Clara County, California.
4. The name and place of residence of the General Partner and the name and place of residence of each Limited Partner interested in the Partnership is as set forth at Exhibit "A" attached hereto and incorporated herein as though fully set forth.
5. The term of this Partnership shall commence on the filing of this Certificate of Limited Partnership and shall continue for a period of ten (10) years unless earlier dissolved under the terms and conditions of the Partnership Agreement or by operation of law.
6. The amount of cash contributed by each Limited Partner is set forth in Exhibit "A" hereto.
7. The Partners may be assessed proportionately to make up any necessary payments on the property or its maintenance, where such funds are not forthcoming out of the Partnership income. The method of assessment is set forth in Article 7 of the Agreement of Limited Partnership of WEST COAST PROPERTIES VI, on file in the office of the Partnership at 4010 Moorpark Ave., Suite 105, San Jose, California, 95117.

Certificate of Limited Partnership  
WEST COAST PROPERTIES VI  
Page two

8. The contributions of Limited Partners shall be returned on the sale of all or substantially all of the Partnership property, or upon dissolution of the Partnership.

9. The profits of the Partnership are to be allocated to the Partners, in the proportion to each Partner's interest as set forth in Article 8 of the Agreement of Limited Partnership of WEST COAST PROPERTIES VI, on file in the office of the Partnership at 4010 Moorpark Ave., Suite 105, San Jose, California 95117.

10. A Limited Partner does not have the right to substitute a new Limited Partner or assign his interest in the Partnership without first offering said interest to the Partnership and all of the Partners under the terms and conditions stated in the Partnership Agreement.

11. One (1) additional Limited Partner may be admitted to the Partnership by December 31, 1982, at the sole discretion of the General Partner.

12. No right is given any Limited Partner to priority over other Limited Partners as to return of contributions or as to compensation by way of income.

13. Limited Partners have the right to continue the Partnership business on the removal, retirement, or legal incapacity of the General Partner by means of the election of a new General Partner.

14. No right is given a Limited Partner to demand and receive property other than cash in return for his contribution.

15. The Limited Partners have no power to control the Partnership affairs or to vote on any matters except that the Limited Partners have the power to vote on:

- A. Removal of the General Partner and the election of a new General Partner;
- B. Continuation of the business at the death, insanity, removal, retirement, or legal incapacity of the General Partner;
- C. Dissolution of the Partnership;
- D. Sale or refinancing of all or substantially all of the Partnership property.

The vote required for the above is an affirmative vote of the Partners holding at least fifty-one percent (51%) of the total Partnership interest.

Certificate of Limited Partnership  
WEST COAST PROPERTIES VI  
Page three

16. The General Partner is authorized to execute on behalf of this Partnership any deed, conveyance, deed of trust, contract, note, escrow instructions, assignment of a deed of trust, reconveyance under a deed of trust, and any other document affecting any interest in real property or relating to any loans secured by real property now owned or hereafter acquired by this Partnership. No other Partner need sign any of these documents.

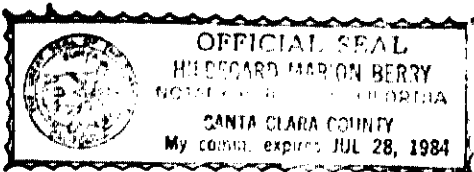
IN WITNESS WHEREOF, the undersigned has executed this CERTIFICATE OF LIMITED PARTNERSHIP this 31st day of March, 1982, at San Jose, California.

GENERAL PARTNER:

  
Dennis G. Brockway

STATE OF CALIFORNIA  
COUNTY OF SANTA CLARA

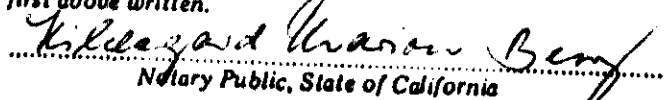
ss.



On this 31st day of March in the year one thousand nine hundred and 82 before me, Hildegard Marion Berry, a Notary Public, State of California, duly commissioned and sworn, personally appeared Dennis G. Brockway

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of SANTA CLARA the day and year in this certificate first above written.

  
Notary Public, State of California

My commission expires .....

EXHIBIT "A"

WEST COAST PROPERTIES VI

<u>NAME OF LIMITED OR GENERAL PARTNERS</u>	<u>ADDRESS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>% OF INTEREST</u>
GENERAL PARTNER:			
Dennis G. Brockway, et al	4010 Moorpark Ave. Suite #105 San Jose, CA 95117	\$ 7,500	10
LIMITED PARTNERS:			
Homer F. Schroeder	2200 Jefferson Ave. Toledo, Ohio 43624	\$15,000	20
Dean T. Clark	2500 Hospital Dr. Mountain View, CA 94040	\$15,000	20
Malmar Associates	753 Second St. San Rafael, CA 94901	\$15,000	20
Dean W. and Geraldine L. Cummings	851 Groton Court Sunnyvale, CA 94087	\$ 7,500	10
Joseph W. and Kathleen C. Earnshaw, Jr.	6586 Jeremie Dr. San Jose, CA 95120	\$ 7,500	10
Stanley and Diane Chinchen	1961 University Ave. San Jose, CA 95126	\$ 7,500	10

EXHIBIT "B"

WEST COAST PROPERTIES VI

NAME OF LIMITED OR  
GENERAL PARTNER

SIGNATURE OF ATTORNEY-IN-FACT

GENERAL PARTNER:

Dennis G. Brockway

*Dennis G. Brockway*

LIMITED PARTNERS:

Homer F. Schroeder

*Homer F. Schroeder, by Dennis G.  
Brockway, his attorney in fact.*

Dean T. Clark

*Dean T. Clark, by Dennis G.  
Brockway, his attorney in fact.*

Malmar Associates

*Malmar Associates by Dennis G.  
Brockway, their attorney in fact.*

Dean W. and Geraldine L.  
Cummings

*Dean W. & Geraldine L. Cummings,  
as joint tenants, by Dennis G.  
Brockway, their attorney in fact.*

Joseph W. and Kathleen C.  
Earnshaw, Jr.

*Joseph W. & Kathleen C. Earnshaw,  
as joint tenants, by Dennis G.  
Brockway, their attorney in fact.*

Stanley and Diane Chinchon

*Stanley and Diane Chinchon,  
as joint tenants, by Dennis G.  
Brockway, their attorney in fact.*



STATE OF CALIFORNIA     )  
                                      )     ss.  
COUNTY OF SANTA CLARA)

On this 31st day of March, in the year 1982, before me, Hildegard Marion Berry, a Notary Public in and for said County and State personally appeared Dennis G. Brockway, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of Dennis G. Brockway; Homer F. Schroeder; Dean T. Clark; Malmar Associates; Dean W. and Geraldine L. Cummings; Joseph W. and Kathleen C. Earnshaw, Jr.; and Stanley and Diane Chinchon; the General and Limited Partners of the Partnership that executed the within instrument and acknowledged to me that he subscribed the names of Dennis G. Brockway, Homer F. Schroeder, Dean T. Clark, Malmar Associates, Dean W. and Geraldine L. Cummings, Joseph W. and Kathleen C. Earnshaw, Jr., and Stanley and Diane Chinchon thereto as General and Limited Partners of WEST COAST PROPERTIES VI, the Limited Partnership and his own name as Attorney-in-Fact and further acknowledged to me that such Partnership executed the same.



*Hildegard Marion Berry*  
Notary Public in and for said  
County and State