

Commonwealth of Kentucky

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DREXELL R. DAVIS

Secretary
SEP 16 1980

Drexell R. Davis
SECRETARY OF STATE



SECRETARY OF STATE

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Commonwealth of Kentucky
184763

FOREIGN LIMITED PARTNERSHIP

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of Kentucky Revised Statutes Chapter 362, the _____

Brookfield Park, Ltd. _____,

a foreign limited partnership organized under the laws of the state of California _____,

the home office address of which is 47 Quail Court, Suite 102 _____,

Walnut Creek, California 94596 _____,

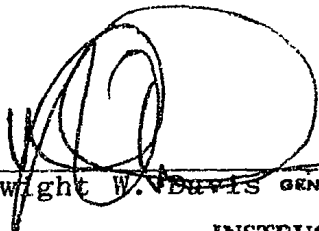
hereby applies for a Certificate of Authority to transact business in the Commonwealth of Kentucky and submits the following therefor:

(1) A certified copy of its ^{certificate} ~~articles~~ of partnership and all existing amendments thereto; and

(2) (a) Designates as its process agent Bill Riggs _____
whose address is 10308 West Manslick Road, Louisville, Kentucky 40118 _____

(b) Designates the same address for its registered office.

Dated September 8, 1980 _____.

Signed 
Dwight W. Davis GENERAL PARTNER

INSTRUCTIONS

1. \$35.00 filing fee must accompany the application. Make check payable to Kentucky State Treasurer.
2. Mail filing fee and application with articles of partnership to Secretary of State, Capitol Building, Frankfort, Kentucky 40601.
3. Articles of partnership must be certified by office where articles are filed for record.

After recording return to:

80 88078

RECORDED AT REQUEST OF

Larry B. Dent
1330 Broadway, Suite 1650
Oakland, CA 94612

JUL 23 1980

Attorneys
JUL 23 1980
AT 1 O'CLOCK P M.
CONTRA COSTA COUNTY RECORDS
J. R. OLSSON
COUNTY RECORDER
7. [Signature]

CERTIFICATE OF LIMITED PARTNERSHIP
OF BROOKFIELD PARK, LTD. FEE \$

1. Brookfield Park, Ltd. is the name of a California limited partnership.
2. The business of the Partnership is to acquire and operate the mobile home park known as Brookfield Mobile Home Park located at 10308 West Manslick Road, Louisville, Kentucky, and other business activities related thereto.
3. The principal place of business of the Partnership is 47 Quail Court, Suite 102, Walnut Creek, California 94596.
4. The name and residence address of each member of the Partnership is as follows:

General Partners

Dwight W. Davis 17582 Cottonwood Irvine, CA 92664	Larry B. Dent 10 Hall Drive Orinda, CA 94563
Robert A. Williams 305 Melody Drive Paso Robles, CA 93446	Harry H. Farnham Route 1, Box 60 Templeton, CA 93465

Limited Partners

The names and residence address of the Limited Partners are set forth in Exhibit A attached hereto.

5. The Partnership commenced on November 15, 1979, and continues until December 31, 1999, unless sooner terminated by: (1) The consent of the General Partners and the vote of the Limited Partners holding at least two-thirds of the limited partnership units; (2) The removal, death, retirement, insanity or bankruptcy of the sole remaining General Partner and the failure to appoint a substitute general partner by a vote of the Limited Partners holding at least two-thirds of the limited partnership units; (3) The occurrence of an event specified under California law as effecting dissolution.
6. The amount of cash contributed by each of the Limited Partner is set forth in Exhibit A attached hereto.

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7. The Limited Partners have agreed to make additional contributions at such times as the General Partners determine that additional capital is required to carry on the business of the Partnership in a prudent manner; Provided, however, that any such additional contributions in excess of 50% of the original contribution shall require the written consent of the Limited Partners holding at least two-thirds of the limited partnership units.

8. The contributions of each of the Limited Partners is to be returned through the allocation of the net cash flow determined by the General Partners to be available for distribution to the partners.

9. All profits of the Partnership and all other distributions either of capital or other items are allocated 90% to the class of Limited Partners and 10% to the class of General Partners until such time as all partners have received an aggregate amount equal to 10% per annum of their respective unreturned capital contributions plus 100% of their respective capital contributions; and thereafter are allocated 50% to the class of Limited Partners and 50% to the class of General Partners. The share of each Limited Partner in the distributions allocated to the class of Limited Partners is equal to the proportion that the number of limited partnership units owned by such Limited Partner bears to the total number of limited partnership units owned by all Limited Partners.

10. No Limited Partner has the right to substitute an assignee as a substituted Limited Partner in his place except by the written consent of the General Partners.

11. The General Partners have the right to admit additional limited partners into the partnership with the consent of the Limited Partners holding at least two-thirds of the limited partnership units.

12. No Limited Partner has priority over other Limited Partners for the return of his capital contribution to the Partnership or for the distributions of profits or other items by the Partnership.

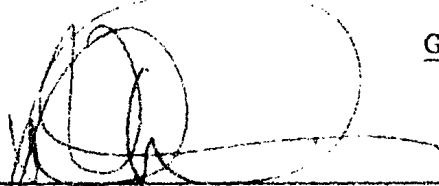
13. Upon the removal, death, retirement or insanity of a General Partner, the business of the Partnership may be continued by the remaining General Partners, but the Limited Partners holding at least two-thirds of the limited partnership units may appoint a substitute general partner.

14. No Limited Partner has the right to demand or receive property other than cash in return for his contribution.


15. The Limited Partners are entitled to vote upon the following matters; (a) the removal and substitution of a General Partner; (b) the termination of the Partnership; and (c) the amendment of the Partnership Agreement. The affirmative written vote of the Limited Partners holding at least two-thirds of the limited partnership units is required for the vote of the Limited Partners on the above matters to be binding on the Partnership.

Dated: January 1, 1980.

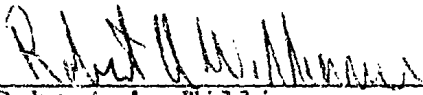
General Partners



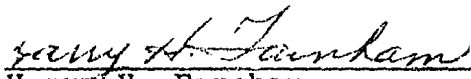
Dwight W. Davis



Larry V. Dent




Robert A. Williams

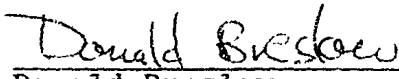


Harry H. Farnham


Limited Partners



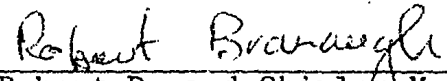
Edna Berger



Donald Breslow



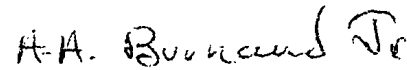
Donald Breslow or Alfred Gainsley
Trustee for David and Debra Breslow



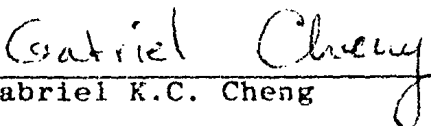
Robert D. and Shirley M. Branaugh



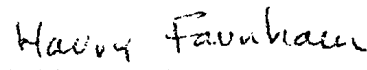
Richard P. Bronson, Jr.



A.A. Burnand, Jr., Trustee for
Trust (TR-UDT-D-T-D-01-25-77)



Gabriel K.C. Cheng



Harry H. Farnham

Arthur C. Greene
Arthur C. Greene

Harry James Heimer
Harry James Heimer Trust No.1

John C. Kunzman
John C. Kunzman

Charles E. Osborn
Charles E. Osborn

Maxine Rodgers
Maxine Rodgers

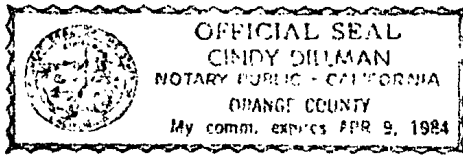
Drake A. Williams
Drake A. Williams

Ben Breslow
Ben & Edna Breslow Trust

By: [Signature]
Dwight W. Davis, Attorney-in-
fact for the Limited Partners

State of California)
) ss.
County of Orange)

On July 18, 1980, before the undersigned Notary Public, personally appeared DWIGHT W. DAVIS, known to me to be the person whose name is subscribed to the foregoing instrument as the attorney-in-fact for each of the Limited Partners indentified above, and acknowledged to me that he subscribed the name of each Limited Partner thereto as principal, and his own name as their attorney-in-fact.



Cindy Dillman
Notary Public for the State of California

EXHIBIT A TO THE
 CERTIFICATE OF LIMITED PARTNERSHIP
OF BROOKFIELD PARK, LTD.

<u>Limited Partners</u>	<u>Amounts</u>	<u>Units</u>
(1) Edna Berger	\$20,000	4
(2) Donald Breslow	10,000	2
(3) Donald Breslow or Alfred Gainsley, Trustee for David & Debra Breslow	5,000	1
(4) Robert D. & Shirley M Branaugh	10,000	2
(5) Richard P. Bronson, Jr.	10,000	2
(6) A.A. Burnand, Jr., Trustee for Trust (TR-UDT-D-T-D-01-25-77)	20,000	4
(7) Gabriel K.C. Cheng	10,000	2
(8) Harry H. Farnham	10,000	2
(9) Arthur C. Greene	10,000	2
(10) Harry James Heimer Trust No.1	10,000	2
(11) John C. Kunzman	5,000	1
(12) Charles E. Osborn	10,000	2
(13) Maxine Rodgers	10,000	2
(14) Drake A. Williams	10,000	2
(15) Ben & Edna Breslow Trust	20,000	4

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