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CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
WILLIAMSON RIVER ASSOCIATES

We the undersigned, desire to form a limited partnership pursuant to the Uniform Limited Partnership Act contained in the Corporations Code of the State of California, and do therefore certify:

1. The name of the partnership is WILLIAMSON RIVER ASSOCIATES.
2. The location of the principal place of business is 1362 Lance Drive, Tustin, California, 92680.
3. The character of the business intended to be transacted is to buy, hold, improve, maintain, operate, lease, and sell property to be acquired by the partnership, and to engage in any and all general business activities related to or incidental to those purposes.
4. The name and place of business of the co-general partners is:

Fred W. Koehler, Jr.  
Alex D. Krentel  
1362 Lance Drive  
Tustin, California 92680

The names and places of residence of the limited partners are:

Keith R. Knopf, M.D.  
Florice Knopf  
11346 Aclare Circle  
Cerritos, CA 90701

Rodney A. Larson, M.D.  
Margene Z. Larson  
6157 Carpintero  
Lakewood, CA 90713

John E. Hosford  
Rose G. Hosford  
11120 Miland Ave.  
Norwalk, CA 90650

Martin W. Winn  
Jeannette B. Winn  
145 El Pasco  
Tustin, CA 92680

Albert (NMI) Cassell  
Sally (NMI) Cassell  
100 So. Mooncrest Drive  
Encino, CA 91316

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1 b. The term of the partnership shall be until the partnership is  
 2 terminated in accordance with the provisions of the Limited Partner-  
 3 ship Agreement.

4 c. The amount of cash contributed or to be contributed by each  
 5 limited partner is:

	<u>Initial Contribution</u>	<u>% of Ownership</u>
6 Keith R. Knopf	\$ 5,004	20% ( 2 units )
7 Florice Knopf		
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7. As per terms of contract of purchase, the following annual  
 contributions are required, due July 1 of each year:

<u>YEAR</u>	<u>Total Annual Payment</u>	<u>20% Ownership Payment required</u>	<u>10% Ownership Payment required</u>
1973	\$ 3,762.50	\$ 940.63	\$ 470.32
1974	3,762.50	940.63	470.32
1975	3,762.50	940.63	470.32
1976	3,762.50	940.63	470.32
1977	10,750.00	2,687.50	1,343.75
1978	13,760.00	3,440.00	1,720.00
1979	13,007.00	3,251.75	1,625.88
1980	12,255.00	3,063.75	1,531.88
1981	11,502.00	2,875.50	1,437.75

1 8. Partnership profits, tax losses, and assets will be distributed  
2 pro rata according to the partner's investment: limited partners have  
3 no priorities over one another.  
4

5 9. A limited partner may substitute an assignee as contributor in  
6 his place on the following terms and conditions: He must give the  
7 other partners 30 days notice of his intention to sell his interest.  
8 If they do not exercise their right to purchase his interest within  
9 that period, a limited partner may sell his interest, to the extent  
10 of the acceptance of income and tax losses. The assignee becomes a  
11 fully substituted limited partner with voting rights only on approval  
12 of the general partner.  
13

14 10. The partners may admit additional limited partners only  
15 through purchase or assignment from an existing limited partner and  
16 subsequent approval by the general partner.  
17

18 11. The limited partners may continue the partnership after its  
19 dissolution by the death, bankruptcy, or dissolution of the  
20 general partner.  
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22 12. a. The limited partners representing a majority of the  
23 contributed capital may cause removal of the general partner  
24 and substitution of a new general partner.  
25

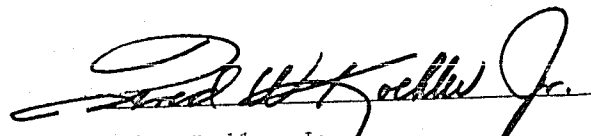
26 b. Approval of the limited partners representing a  
27 majority of the contributed capital is necessary to effectuate:  
28 (1) termination of the partnership; (2) amendment of the  
29 partnership agreement; and (3) sale, exchange, or pledge of  
30 all or substantially all the assets of the partnership.  
31  
32

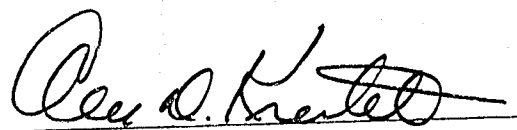


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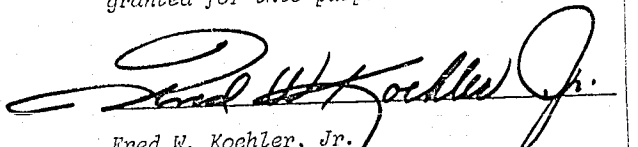
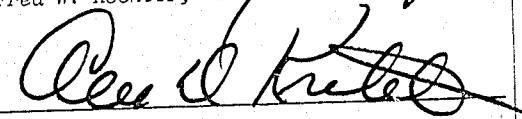
1 IN WITNESS WHEREOF, the undersigned have executed this  
2 certificate, effective this 10<sup>th</sup> day of July, 1972.  
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5

6 GENERAL PARTNERS  
7

8   
9 Fred W. Koehler, Jr.  
10  
11

12   
13 Alex D. Krentel  
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16  
17 LIMITED PARTNERS, by their attorney-  
18 in-fact, pursuant to a power of attorney  
19 granted for this purpose.

20   
21 Fred W. Koehler, Jr.  
22  
23   
24 Alex D. Krentel  
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LIMITED PARTNERS

1  
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3  
4 Keith R. Knopf, M.D.  
Florice Knopf  
11346 Aclara Circle  
5 Carrilton, CA 90701  
6

Rodney A. Larson, M.D.  
Margene Z. Larson  
6157 Carpintero  
Lakewood, CA 90713

7 S/ Keith R. Knopf M.D. S/ Rodney A. Larson M.D.  
8

9 S/ Florice Knopf S/ Margene Z. Larson M.D.  
10  
11

12 John E. Hosford  
Rose G. Hosford  
11120 Miland Ave.  
13 Norwalk, CA 90650  
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Sally (NMI) Cassell  
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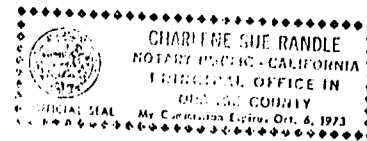
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1 STATE OF CALIFORNIA)  
2 ) SS  
3 COUNTY OF ORANGE )

4 On the 1st day of August, 1972, before me,  
5 the undersigned, a Notary Public in and for said County and State,  
6 personally appeared FRED W. KOEHLER, JR., and ALEX D. KRETEL,  
7 known to me to be the persons who executed the within instrument  
8 and acknowledged to me that they executed the same.

9 WITNESS, my hand and official seal.

10 (SEAL)



11 *Charlene Sue Randle*  
12 Notary Public in and for said  
13 County and State

14  
15  
16  
17 STATE OF CALIFORNIA)  
18 ) SS  
19 COUNTY OF ~~ORANGE~~ )

20 On the 20th day of July, 1972, before me,  
21 the undersigned, a Notary Public in and for said County and State,  
22 personally appeared KEITH R. KNOFF, M.D., AND FLORICE KNOFF,  
23 known to me to be the persons who executed the within instrument  
24 and acknowledged to me that they executed the same.

25 WITNESS, my hand and official seal.

26 (SEAL)



27 *Clay R. Bingham*  
28 Notary Public in and for said  
29 County and State

30 CLAY R. BINGAMAN - Notary Public - Cal.  
31 COM. EXP. AUG. 12, 1973 - LOS ANGELES CO.  
32 17027 So. Clark Ave., Bellflower, Calif. 90706