

April 5, 1974

87725

GENERAL PARTNERSHIP AGREEMENT
VILLA WEST MOBILE ESTATES

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88-6662

1. NAME AND BUSINESS: The parties hereby form a General Partnership under the name of VILLA WEST MOBILE ESTATES, a partnership, to purchase real property for the purposes of owning, improving, developing, maintaining and operating a general mobile home park, with its principal operations being VILLA WEST MOBILE ESTATES, located at 2241 Greensprings Dr., Klamath Falls, Oregon 97601.

2. NAMES AND ADDRESSES OF GENERAL PARTNERS:

- A. Gabriel & Noreen Catalogne, Joint Tenants
22907 Fonthill Ave. Torrance, Calif. 90505
- B. Frank T. & Virginia N. McCambridge, Joint Tenants
24220 Park Street Torrance, Calif. 90505
- C. Josephine Summers, single person
13212 So. Hansworth Ave. Hawthorne, Calif. 90250
- D. Eugene C. Wiehe, single person
3822 West 183rd Street Torrance, Calif. 90504

3. CAPITAL ACCOUNTS: All partners shall contribute to this General Partnership in accordance with the following Contributing Percentage, specified as to each Partner. The Ownership Interest, Capital Account and Liability of each Partner shall be determined in accordance with the following Participating Percentage, specified as to each Partner:

PARTNERS	CONTRIBUTING PERCENTAGE	PARTICIPATING PERCENTAGE
A. Gabriel & Noreen Catalogne	\$ 28,000.00	31.81%
B. Frank T. & Virginia N. McCambridge	20,000.00	22.73%
C. Josephine Summers	20,000.00	22.73%
D. Eugene C. Wiehe	20,000.00	22.73%
	\$ 88,000.00	100%

All additions to and withdrawals from the capital and/or profits shall be made concurrently among the partners in the proportion of their interest.

4. MANAGEMENT AND CONTROL:

- A. All moneys belonging to the partnership shall be deposited promptly when received in one or more checking accounts in the firm name in a bank agreed upon by the partners. Checks drawn on such account shall be signed by any of the above partners that have been authorized by mutual agreement.

1 B. A Managing Partner will be designated and be responsible for
2 normal Park Management and liason to the Manager, on premise, with
3 periodic reports of problems, plans and progress to the remaining part-
4 ners. For this effort the managing partner is to receive as compensation,
5 two and one-half (2½) percent of gross income, (or a minimum of \$100 per
6 month) payable quarterly.

7 C. Except as provided herein, no partner shall use the firm's name,
8 credit, or assets other than for partnership purposes, nor in any manner
9 obligate the partnership as endorser, guarantor, surety or otherwise,
10 except for the exclusive benefit of the partnership and in connection with
11 its business. No partner shall sell, transfer or encumber, nor permit any
12 encumbrance to be placed upon all or any part of his or her interest in
13 this partnership, without the written consent, first obtained, of the
14 other partners.

15 D. Full, true and accurate accounts and other records shall be kept
16 of all matters relating to the business of the partnership, and the books
17 containing such accounts and such other records shall at all times, be
18 open to inspection of, and may be copied by, each partner. Each partner
19 shall be entitled to have on demand full and true information of all
20 things affecting the partnership, and a formal account of partnership
21 affairs whenever circumstances make such formal accounting just and
22 reasonable.

23 E. An annual accounting, made as soon as is practicable after the
24 close of the partnership accounting year, shall be presented to each partner.

25 F. Each partner shall be entitled to that proportion of the total
26 votes which his capital in the partnership bears to the total of all of
27 the partner's capital in the partnership. A majority in interest shall
28 consist of those partners who shall together represent fifty-one percent
29 (51%) or more of the capital of the partnership.

30 (1) No partner shall encumber or permit any encumbrance to be
31 placed upon, all or any part of his interest in this partnership,
32 without the written consent, first obtained, of the other partners.

1 (2) Except as herein provided, no partner shall:

2 Assign, transfer, pledge, compromise, or release any of the
3 claims of or debts due the partnership, except upon payment in
4 full, or arbitrate or consent to the arbitration of any of the
5 disputes or controversies of the partnership;

6 Make any assignment for the benefit of creditors, or in the
7 name of the partnership give any bond, confession of judgment,
8 chattel mortgage, deed, guarantee, indemnity bond, surety bond, or
9 contract to sell all or substantially all of the property of this
10 partnership.

11 G. Each partner shall devote an equal amount of time toward the
12 furtherance of the business of the partnership and shall endeavor, to
13 his or her best ability, skill, and power to increase the profits of
14 the partnership, but the partners shall not be bound to devote all of
15 their time to the affairs of the partnership.

16 5. EXPENSES: Each partner shall be reimbursed by the partnership
17 for all normal and necessary expenses incurred by that partner on account of
18 the partnership on a basis agreed upon by all of the partners.

19 6. PARTNERSHIP INTEREST HELD IN JOINT TENANCY:

20 A. An interest in said partnership may be held or placed in
21 joint tenancy, if and only if, all of the following conditions exist:

22 (1) The entire interest is held by no more than two joint
23 tenants.

24 (2) Both joint tenants are at least twenty-one (21) years of
25 age, legally competent and both joint tenants shall bind them-
26 selves in writing (in the form set forth in Exhibit B attached
27 hereto) to all of the terms and conditions of this agreement and
28 of the aforementioned partnership agreement;

29 B. For purposes of this agreement an interest in said partner-
30 ship now held in joint tenancy or hereafter placed in joint tenancy,
31 in compliance with subparagraph A of this paragraph 6, shall be
32 deemed to a single partnership interest.

1 C. In the event of the death of a joint tenant, said partnership
2 shall not be dissolved but shall continue without interruption and
3 without any break in continuity. The surviving joint tenant shall
4 succeed to the rights, powers and privileges of the deceased joint
5 tenant in accordance with the legal incidents of such joint tenancy.

6 D. Any partner may transfer his interest in said partnership to
7 a transferee, if and only if, such transfer complies with the require-
8 ments set forth herein. The partners hereto agree to accept such
9 transferee as a partner and hereby agree to continue the partnership
10 upon the terms and conditions then in effect. The transferor shall
11 give written notice of such transfer to the office of the partnership
12 thirty (30) days prior to time of the transfer.

13 (1) No voluntary or involuntary transfer of any interest in said
14 partnership shall be made by any partner hereto unless the trans-
15 feree shall be at least twenty-one (21) years of age, legally
16 competent, and shall bind himself in writing to all of the terms
17 of this partnership agreement.

18 7. OPTION TO PURCHASE AND PURCHASE PRICE:

19 A. The partners, hereinafter referred to as the "remaining
20 partners," are hereby granted an option to purchase the partnership
21 interest of a partner (hereinafter referred to as the "terminating
22 power") at any time on the happening of any of the following events:

23 (1) In the event said terminating partner gives notice of
24 dissolution;

25 (2) In the event said terminating partner shall suffer himself
26 voluntarily or involuntarily to be adjudicated a bankrupt;

27 (3) In the event said terminating partner shall make an assign-
28 ment for the benefit of creditors, or shall suffer his interest
29 in the partnership to be attached or encumbered without vacating
30 such attachment or encumbrance within ten (10) days;

31 (4) In the event of the death or judicial declaration of insanity
32 of said terminating partner.

1 B. Upon the happening of any of the events referred to in para-
2 graph 7 above, the remaining partners shall have the right either to
3 dissolve and liquidate the partnership, or to continue the partner-
4 ship business under the same name upon the payment by the remaining
5 partners to the terminating partner, or to his personal representa-
6 tive, of the value of the terminating partner's interest in the part-
7 nership assets. Said value shall be determined under the provisions
8 of paragraph 7 C, below, except that the price to be paid to the
9 partner giving notice of dissolution under the provisions of this
10 paragraph 7 A (1) above, shall be ninety percent (90%) of the value
11 set forth in paragraph 7 C (1) and (2) below. Written notice of the
12 exercise of the option to purchase the terminating partner's interest
13 shall be given by the remaining partners to such terminating partner
14 or his personal representative within twenty (20) days of the happen-
15 ing of the terminating event, except that in the case of the death of
16 a partner, such notice shall be given within twenty (20) days after
17 all of the remaining partners have been notified of the appointment
18 of the personal representative. The purchase under the above option
19 shall be deemed to be made as of the date of death or other terminat-
20 ing event.

21 C. The value of the terminating partner's share under the option-
22 to-purchase provisions set forth in paragraphs A and B above, shall
23 be computed as of the end of the month in which death or other ter-
24 minating event occurs and shall consist of the total of the follow-
25 ing sums:

- 26 (1) The book value of such partner's interest as determined
27 from the books and records of the partnership. After they have
28 been adjusted in accordance with good accounting standards to
29 reflect all assets and liabilities of the partnership; provided,
30 however, that no value shall be assigned to goodwill; and
31 (2) In addition thereto, the terminating partner shall be entitled
32 to his partnership in-interest proportion of an amount presently

1 set at \$ _____. This amount is intended to reflect
2 the agreement of the partners on the extent to which the fair
3 market value of all the partnership net assets exceeds the book
4 value thereof. Said amount may be amended once every six (6)
5 months by written agreement of a majority in interest of the
6 partners. The amount set by a majority in interest of the partner
7 preceding the date of death or other terminating event shall be
8 binding upon the partners, their heirs, successors, personal
9 representatives and assigns.

10 D. Each of the remaining partners who exercise their option-to-
11 purchase shall have the right to purchase the interest of the termi-
12 nating partner in such proportions as his partnership interest bears
13 to the total partnership interest of those exercising their option-
14 to-purchase.

15 E. Each of the remaining partners who has elected to exercise
16 his option-to-purchase a partnership interest hereunder, shall pay
17 for the interest acquired in twentyfour (24) equal monthly install-
18 ments, with six (6) percent interest per annum on the unpaid balance,
19 interest commencing with the date of death or date of termination,
20 as the case may be. The first such installment shall be due within
21 thirty (30) days after the terminating event provided, however in
22 the case of death or judicial declaration of insanity of a partner,
23 such first installment shall be due within ten (10) days after
24 confirmation of the sale of the partnership interest by a court of
25 competent jurisdiction. Provided further, however, that the purcha-
26 sing partner shall have the right to pay any installment or install-
27 ments sooner at his option.

28 F. In the event that the remaining partners do not exercise
29 their option to purchase the interest of the terminating partner
30 upon occurrence of the events described in subparagraphs A (1), (3)
31 and (4) of this paragraph, then the interest in the partnership of
32 the terminating partner may be freely disposed of by such partner,

1 his estate, or personal representative, as the case may be. Provided
2 however, that if such interest is not sold or assigned within a
3 period not to exceed ninety (90) days after the expiration of the
4 option to purchase by the remaining partners, then the partnership
5 shall be liquidated in accordance with the provisions of paragraph
6 9B as set forth hereinafter.

7 8. RIGHTS IN EVENT OF BREACH

8 In the event of any breach of any of the terms or conditions of
9 this agreement by one or more of the partners hereto, and in the
10 event that such breaching partner shall have failed to cure such
11 breach within thirty (30) days from the giving of written notice to
12 him thereof by any one or more of the remaining partners, then the
13 remaining partners shall have the option to purchase the partnership
14 interest of the partner breaching this agreement at the option price
15 and upon terms set forth in paragraph 7 of said partnership agree-
16 ment for the purchase of the partnership interest of a partner
17 giving notice of dissolution.

18 9. GENERAL PROVISIONS

19 A. In the event that any partnership interest is acquired by
20 a partner or partners to this agreement under the terms of this
21 agreement, then the partner or partners acquiring such interest and
22 all the other remaining partners shall continue this partnership
23 under the same terms and conditions as before such acquisition, and
24 the partnership shall not be dissolved but shall continue to exist
25 without interruption and without break in continuity. The acquiring
26 partner shall be entitled to all of the rights and be bound by all
27 of the obligations of the terminating partner to the extent of the
28 interest he shall have acquired.

29 B. In the event that the partnership interest of any partner
30 giving notice of dissolution is not acquired by any of the remaining
31 partners hereto or in the event that all the parties hereto shall
32 unanimously agree to dissolve, then the assets of the partnership

1 shall be liquidated forthwith in the manner as determined by a
2 seventy-five (75%) per cent majority of the partners. The assets
3 of the partnership shall first be used to pay or provide for all
4 debts of the partnership. Thereafter, any loan to the partnership
5 by any partner shall be repaid and there shall be paid to partner
6 or partners such amounts as to bring their income and capital account
7 with the other partners into the same ratio as their capital invest-
8 ments as shown on the books and records of the partnership. There-
9 after, the remaining balance shall be divided between the partners
10 in the ratio of their capital investments.

11 C. Nothing in this agreement to the contrary notwithstanding,
12 in the event the partners owning a majority in interest of the capital
13 of the partnership shall elect to sell any of the real property of
14 the partnership, they shall have the right to do so, provided they
15 shall first give joint notice in writing to the other partner or
16 partners of such election. They shall set forth in such notice the
17 consideration, terms and conditions, of the proposed sale. The
18 other partner or partners shall be bound by such election and shall
19 likewise join in any conveyance of the assets of the partnership on
20 the same consideration, terms and conditions set forth in said notice
21 provided, however, that if those partners so electing to sell repre-
22 sent a majority in interest but not less than sixty percent (60%) of
23 the total partnership votes, then in such event the other partner or
24 partners entitled to such notice are hereby granted an option to
25 purchase any such real property upon the same consideration, terms
26 and conditions as are set forth in said notice of proposed sale.
27 The partner or partners electing to exercise said option shall do so
28 by mailing written notice of such election within five (5) days
29 after receipt of such proposed notice of sale. If more than one
30 partner entitled to receive said notice shall exercise the option
31 granted to him hereunder, then the purchase shall be made between
32 such parties in the same proportions as their interest in the

partnership bear each to the other, and they shall pay for such real property in the same proportion.

10. NOTICES

Upon the dissolution of this partnership from any cause, a notice of dissolution shall be published and an affidavit of publication filed as set for in Section 15035.5 of the California Corporations Code. All notices provided for in this agreement shall be sent to the last known address, as indicated by the partnership records, of the party to whom such notice is to be given, by registered mail.

11. OTHER DOCUMENTS

The parties agree to execute any further instruments and to perform any further acts which are or may become necessary to effectuate and carry on the partnership created by this agreement.

12. PARTIES FOUND

This agreement shall be binding upon and insure to the benefit of the heirs, personal representatives, distributees and assigns of all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year of this agreement first above set forth.

Gabriel R. Cataloque

Armen Cataloque

Francis T. McConville Josephine Summers

William M. McConville Eugene C. Wiehe (T)

TO 447 C
(Individual)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On April 9, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Eugene C. Wiehe

_____, known to me

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

WITNESS my hand and official seal

Signature Marsha Swagerty

Name (Typed or Printed)



(This area for official notarial seal)

4624

TO 447 C
(Individual)

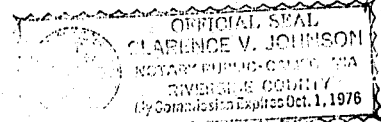
STATE OF CALIFORNIA } SS.
COUNTY OF San Diego

On April 4, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Virginia M. Hamilton, known to me

to be the person SS whose name SS subscribed to the within instrument and acknowledged that executed the same.

WITNESS my hand and official seal.

Signature [Signature]
Name (Typed or Printed)



(This area for official notarial seal)

TO 447 C
(Individual)

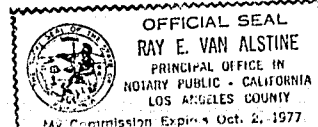
STATE OF CALIFORNIA } SS.
COUNTY OF LOS ANGELES

On APRIL 5, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared GABRIEL R. CATALOGNE & NOREEN CATALOGNE, known to me

to be the person SS whose name ARE subscribed to the within instrument and acknowledged that THEY executed the same.

WITNESS my hand and official seal.

Signature [Signature]
Name (Typed or Printed)



(This area for official notarial seal)

TO 447 C
(Individual)

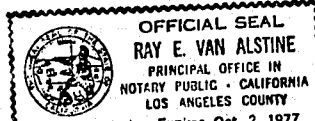
STATE OF CALIFORNIA } SS.
COUNTY OF LOS ANGELES

On APRIL 5, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPHINE SUMMERS, known to me

to be the person IS whose name IS subscribed to the within instrument and acknowledged that SHE executed the same.

WITNESS my hand and official seal.

Signature [Signature]
Name (Typed or Printed)



(This area for official notarial seal)

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Transamerica Title Ins. Co.

Filed for record at request of Transamerica Title Ins. Co.
this 15th day of April, A.D., 19 74 at 12:38 o'clock P.M., and duly recorded in
Vol. M74 of Partnerships on Page 4625

Ret. Transamerica Title

920.00

By WM. D. MILNE County Clerk
[Signature] Deputy