

B8005-30P826

RECORDING REQUESTED BY:

Stewart Title of Sacramento

AFTER RECORDING RETURN TO:

Stewart Title of Sacramento
1495 River Park Drive
Sacramento, CA 95815

Re: Escrow No. 50132

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

MAY 30 8 52 AM 1980

Alvin J. Ricks
SACRAMENTO COUNTY RECORDER

\$8.00

80931

PARTNERSHIP CERTIFICATE and PARTNERSHIP AGREEMENT ATTACHED

HERETO AND MADE A PART HEREOF

Neil Newton 13m

B6005-30P627

VOL

38 PAGE 647

PARTNERSHIP CERTIFICATE

PARTNERSHIP	
CERT NO. 6384	
TIME 12:10 P.M.	
MAY 16 1980	
WILLIAM M. CAHILL RECORDER FRANKLIN COUNTY, OHIO	
1.00	

To the Clerk of the Court of Common Pleas of Franklin County, Ohio:

The undersigned do hereby certify that

James L. Sublett	residing at	1855 Waltham Road, Columbus	
		(Address)	
Victor A. Miller	residing at	399 Carilla Lane, Columbus	Ohio
		(Address)	
Alan D. Browning	residing at	2404 Sandover Road, Columbus	Ohio
		(Address)	
Bernard E. Diehl	residing at	1201 Northwest Boulevard, Columbus	Ohio
		(Address)	
C. James Grothaus	residing at	1777 Penworth Drive, Columbus	Ohio
		(Address)	
J. Alan Steele	residing at	5804 Glaston Place, Columbus	Ohio
		(Address)	

are interested, as partners, in the partnership transacting business under the firm name of OTR, with its principal office or place of business at 275 East Broad Street, Columbus, Ohio 43215 in said Franklin County, Ohio.

The foregoing are the names in full of all members of said partnership and their places of residence.

Signed and acknowledged by us, this 16th day of May 1980.

James L. Sublett
James L. Sublett
Victor A. Miller
Victor A. Miller
Alan D. Browning
Alan D. Browning
Bernard E. Diehl
Bernard E. Diehl
C. James Grothaus
C. James Grothaus
J. Alan Steele
J. Alan Steele

The State of Ohio, Franklin County, ss:

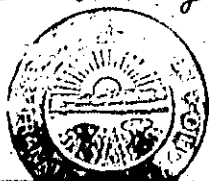
Personally appeared before me, a notary public in and for said County, James L. Sublett, Victor A. Miller, Alan D. Browning, Bernard E. Diehl, C. James Grothaus, and J. Alan Steele, the signers of the foregoing certificate, who severally acknowledged that they did sign the name and that the same is true and their free act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 16th day of May 1980.

Arthur F. Wohlfrom Jr.
ARTHUR F. WOHLFROM JR.
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES NOV. 24, 1991

This is to certify that the foregoing is a true and correct copy of a *partnership* on record in Recorder's Office, Franklin County, Ohio, in volume *38* page *647* in testimony whereof I have hereunto subscribed my name and affixed my official seal this *16th* day of *May* 19 *80*.

WILLIAM M. CAHILL, Recorder



1306F0641

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT made this the 16th day of May, 1980, between JAMES L. SUBLETT, VICTOR A. MILLER, ALAN D. BROWNING, BERNARD E. DIEHL, C. JAMES GROTHAUS, and J. ALAN STEELE, all residents of Franklin County, Ohio.

WITNESSETH:

I.

The parties hereto do hereby form, and there is hereby created a general partnership to consist of the said parties, all of whom are members of the staff of the State Teachers Retirement Board of Ohio, a statutory organization created by the laws of the State of Ohio with its principal office in Columbus, Franklin County, Ohio (hereinafter called "BOARD") and such other person or persons on the staff of the Board as may from time to time be admitted to membership therein by the unanimous agreement and consent of all of the then existing partners upon the direction of the Board.

II.

The name of the partnership under which its business shall be conducted shall be "OTR".

III.

The business of the partnership shall be limited and restricted to the holding of the legal or registered title to such stocks, bonds, notes, and other securities and real or personal property, as nominee designated by the Board for the account of said Board as fiduciary, but only in accordance with the directions of said Board.

IV.

This partnership is to begin on the date hereof and is to continue until terminated by the mutual agreement of all of the then members of the partnership. Any partner may withdraw from the partnership at any time by giving ten (10) days

notice in writing to the other partners of such withdrawal. In event of withdrawal, death, or incapacity of any partner, the partnership shall not be dissolved but shall be continued by the remaining partners under the partnership name, and they shall succeed to all the title, rights, and interest in and to the property standing in the partnership name, and all the terms and provisions of this agreement shall thereupon apply to and govern and continue to apply to and govern such partnership. In such case, all the partnership property and assets shall, without further action, vest in the remaining partners.

V.

The partnership shall not have any capital and it is not anticipated that the partnership shall have any income or expenses as it exists for the sole purpose of holding legal or registered title but not beneficial ownership of that certain property as specified in III above.

VI.

The partnership shall not, nor shall any individual partner, have or claim any interest, beneficial or otherwise, in any stocks, bonds, notes, or other securities or real or personal property at any time held in the name of the partnership except for the purpose of transferring and holding legal title thereto, nor shall the interest of any partner at any time be subject to seizure or sale upon any execution, attachment, or other process. In the event any such process be issued against the interest of any partner, the other partners may forthwith discharge such partner from membership in the partnership and continue the partnership under the partnership name; nor shall any incapacitated or retiring partner or the estate of any deceased partner have any interest in any of the property or assets of the partnership.

VII.

If a partner shall at any time cease to be a member of the staff of the Board, his membership in the partnership shall automatically cease and he shall be

deemed to have withdrawn from the partnership, as of the date of the termination of his status as a member of the staff of the Board.

VIII.

No partner shall have the power to undertake any obligation on behalf of the partnership nor do any other act in the partnership name except upon the direction of said Board.

IX.

Each partner shall have the right to sign the partnership name to assignments, affidavits, agreements, dividend and interest orders, income tax returns, receipts, proxies, releases, deeds, leases, and any other documents relating to the holding of title to real property as nominees for the Board, and all other documents which the partnership may be required to execute in the course of its business, subject always to the provisions hereof. The partnership may adopt an official stamp or seal bearing the name of the partnership, the affixing of which to any assignment or any other document shall have the same force and effect which would be given to it if the name of the partnership had been manually signed by a partner.

BS005-30P032

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

James L. Sublett
James L. Sublett

Victor A. Miller
Victor A. Miller

Alan D. Browning
Alan D. Browning

B. Diehl
Bernard E. Diehl

C. James Grothaus
C. James Grothaus

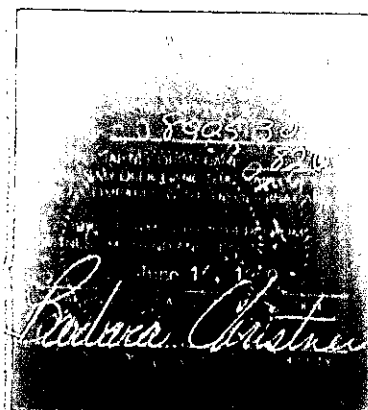
J. Alan Steele
J. Alan Steele

THE STATE OF OHIO
COUNTY OF FRANKLIN, SS.

BEFORE ME, the undersigned authority, on this day personally appeared JAMES L. SUBLETT, VICTOR A. MILLER, ALAN D. BROWNING, BERNARD E. DIEHL, C. JAMES GROTHAUS, and J. ALAN STEELE, all known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of May 1980.

Arthur F. Wohlfrom Jr.
ARTHUR F. WOHLFROM JR.
NOTARY PUBLIC FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES NOV. 24, 1981



BN1306P0645

PRESENTED FOR
REGISTRATION
AND RECORDED

JUN 25 1 52 PM '80

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY, N.C.