

9-116 Efron & Efron
R-61122 5246 Hohman Ave
Hammond, Ind 46320

103404

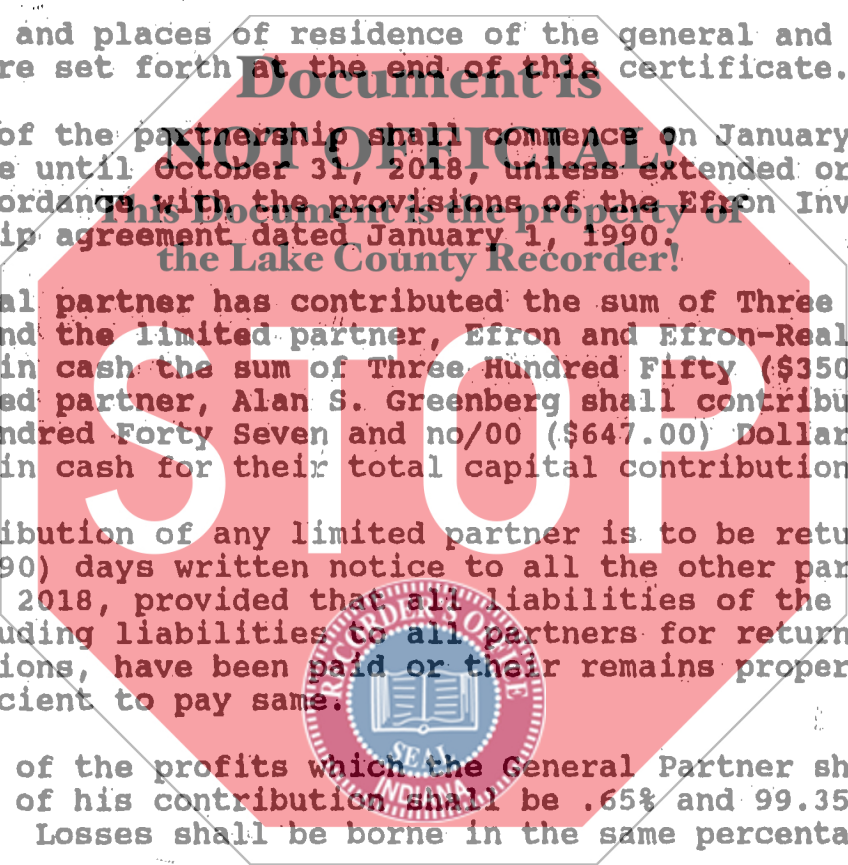
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MAY 31 1 09 PM '90
ROBERT RECORDERS

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, having entered into an agreement of limited partnership on November 1, 1988, for the purpose of forming a limited partnership pursuant to the provisions of the Indiana Uniform Limited Partnership Act, Indiana Code, Section 23-4-2-1 et. seq., do hereby certify as follows:

1. The name of the partnership is EFRON INVESTORS-VII.
2. The business of the partnership is to raise capital to make investments in machinery and equipment to be leased or sold.
3. The principal place of business of the partnership will be at 5246 Hohman Avenue, Hammond, Indiana 46320.
4. The names and places of residence of the general and each limited partner are set forth at the end of this certificate.
5. The term of the partnership shall commence on January 1, 1990, and shall continue until October 31, 2018, unless extended or terminated in accordance with the provisions of the Efron Investors-VII limited partnership agreement dated January 1, 1990.
6. The general partner has contributed the sum of Three and no/100 (\$3.00) Dollars and the limited partner, Efron and Efron-Real Estate shall contribute in cash the sum of Three Hundred Fifty (\$350.00) Dollars and limited partner, Alan S. Greenberg shall contribute in cash the sum of Six Hundred Forty Seven and no/00 (\$647.00) Dollars their partnership unit in cash for their total capital contribution.
7. The contribution of any limited partner is to be returned to him upon ninety (90) days written notice to all the other partners after October 31, 2018, provided that all liabilities of the partnership, including liabilities to all partners for return of their capital contributions, have been paid or their remains property of the partnership sufficient to pay same.
8. The share of the profits which the General Partner shall receive by reason of his contribution shall be .65% and 99.35% for the Limited Partners. Losses shall be borne in the same percentages.
9. No limited partner shall have the right to substitute an assignee, as a contributor in his place without the written consent of the general partner, and without paying all reasonable expenses connected with such substitution of the preparation, execution and recording of an amendment to this certificate. Each limited partner does hereby irrevocably appoint the General Partner (and his successor), his true and lawful attorney, in his name, place and stead, to make, execute and acknowledge and file any certificate or other instrument which may be required by the laws of the State of Indiana, or which the general partner may deem advisable to file, in any event unto the certificate or to such other certificates or instrument, and all documents which may be required to effect the dissolution and termination of the partnership.
10. The general partner is authorized to admit additional limited partners to the partnership upon such terms and conditions as the general partner shall determine.



CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

FILED

MAY 29 1990

Alan N. Antone
MEMOR LAW OFFICE

001546

5.50
OK

11. In the event of the death, retirement or adjudication of insanity or incompetency of the general partner, the partnership shall be dissolved; provided, that the limited partner (s) shall have the right to elect to continue the business of the partnership within the time limits set forth in the agreement, and if no election is so made, then the partnership shall be dissolved.

12. The limited partner (s) shall have no further liability nor be required to make any additional contribution other than above specified.

13. No limited partner shall have any right to demand and receive property in lieu of cash, in return for any capital contribution, demand for return of any contribution, if otherwise proper under the terms of paragraph 7 of this Certificate, shall be for cash only.

Dated at Hammond, Indiana, as of January 1, 1990.

GENERAL PARTNER

Signature


Morton L. Efron

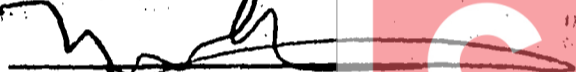
Document is NOT OFFICIAL! 5246 Hohman Avenue Hammond, Indiana 46320


This Document is the property of the Lake County Recorder!

LIMITED PARTNER

EFRON & EFRON-REAL ESTATE

5246 Hohman Avenue-5th Floor Hammond, Indiana 46320


Morton L. Efron


Alan S. Greenberg

STOP

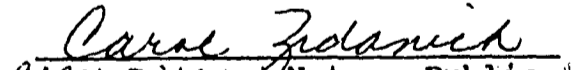
1117 South B Street San Mateo, California 94401

STATE OF INDIANA }
COUNTY OF LAKE }

SS:



I, Carol Zidanich, a Notary Public, in and for said County and State, do hereby certify that Morton L. Efron and Alan S. Greenberg personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this 1st day of May, 1990, in person, and acknowledged that they had read and signed said instrument and that the statements contained therein and each thereof are true.


CAROL ZIDANICH Notary Public

My Commission Expires:

10/23/92

A Resident of Lake County

This instrument prepared by Morton L. Efron, Attorney at Law, Hammond, Indiana.