

Dr. E. J. ...

Dr. E. J. ...

Dr. E. J. ...

- Dr. E. J. ...

Dr. E. J. ...

Dr. E. J. ...


8. (Continued)

Name	General or Limited	Address
_____	_____	_____
_____	_____	_____
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_____	_____	_____

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated March 19, 19 84.

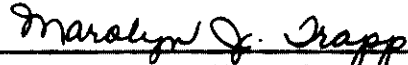
CURTIS LAND OREG. LTD.

By 
Mark E. Miller, General Partner
A General Partner

STATE OF Oregon)
) ss:
COUNTY OF Marion)

I, Marolyn J. Trapp, a notary public, do hereby certify that on this
19th day of March, 19 84, personally appeared
before me Mark E. Miller, who being by me first duly sworn,
declared that he is a general partner of Curtis Land Oreg. Ltd.

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.


Notary Public
My Commission Expires: 7-4-87



Department of Commerce
CORPORATION DIVISION
COMMERCE BUILDING, SALEM, OREGON 97310

Annual Reports	378-4249
Assumed Business Names	378-4333
Certified Copies	378-4381
General Information	378-4166
Securities	378-4387
Trade & Service Marks	378-4741

J. M. Miller
c/o Marilyn J Trapp
161 High St., SE
Salem, OR 97301

May 6, 1983
File NO. LP2403

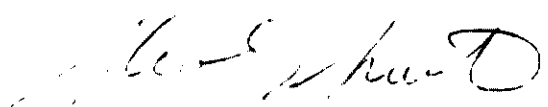
RE: CURTIS LAND OREG. LTD.

Dear Sirs:

We have accepted and filed the Amended Certificate
of Limited Partnership for the above, as of May 3, 1983.

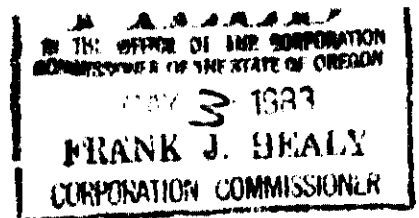
Very truly yours

Frank J. Healy
CORPORATION COMMISSIONER


Shirley Smith
ADMINISTRATIVE ASSISTANT

SS:kg

AMENDED AND RESTATED
ARTICLES OF LIMITED PARTNERSHIP
OF
CURTIS LAND OREG. LTD.



The undersigned partners, pursuant to ORS 691.20 and that power of attorney granted to the General Partners as stated below, desire to amend its Articles of Limited Partnership as currently filed in the office of the Corporation Commissioner of the State of Oregon.

1. DATA: The following information is hereby incorporated in this Amended and Restated Certificate wherever referred to and as necessary to provide its fair meanings:

- 1.1 Partnership Name: Curtis Land Oreg. Ltd.
- 1.2 Power of Attorney Granted in Section Number: 20
- 1.3 General Partners' Adjusted Cash Capital Contributions: \$10,135
Limited Partners' Adjusted Cash Capital Contributions: \$35,608

2. ADDITIONAL AND SUBSTITUTE LIMITED PARTNERS: The Limited Partners listed on Schedule A have each subscribed to a counterpart of the Articles of Limited Partnership and have been admitted by the General Partners as Limited Partners of this Partnership. Each such partner has that address and has contributed the amount of capital for the number of Units set opposite his name.

We the undersigned, declare under the penalties of perjury, that we have examined this Amended and Restated Certificate of Limited Partnership and to the best of our knowledge and belief it is true, correct and complete.

DATED AND EXECUTED this 3rd day of May, 1983.

GENERAL PARTNERS:


J. M. Miller

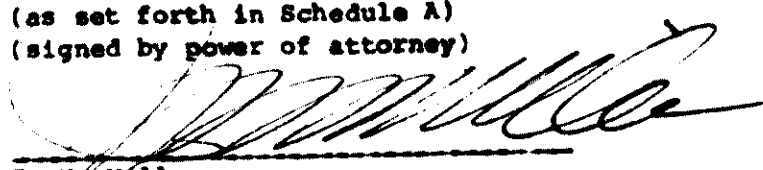

Mark E. Miller

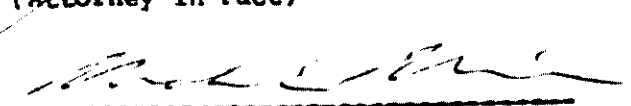
THE MILLER TRUSTS

By: 
Mark E. Miller, Trustee


LIMITED PARTNERS:

(as set forth in Schedule A)
(signed by power of attorney)


J. M. Miller
(Attorney-in-Fact)


Mark E. Miller
(Attorney-in-Fact)

THE MILLER TRUSTS

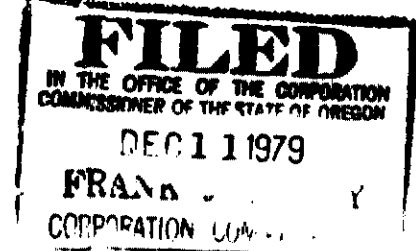
By: 
Mark E. Miller, Trustee
(Attorney-in-Fact)

SCHEDULE A

<u>Limited Partners</u>	<u># Of Units</u>	<u>Capital Account</u>
Louis H. Blackerby Helen Claire Blackerby 2495 S.E. Laurel Street Milwaukie, OR 97222	5	\$ 3,866
Cascade Poultry Co., Inc. 11894 Silver Falls Hwy. S.E. Aumsville, OR 97325	11	\$ 8,504
Avery G. Foote 3820 S.W. Mt. Adams Drive Portland, OR 97201	10	\$ 7,758
Donald J. Fromherz, D.N.D. Trustee for Employee Profit Sharing Plan 590 Dearborn Avenue N.E. Salem, OR 97303	10	\$ 7,752
Elmer Nahn 10743 River Road N.E. Gervais, OR 97026	10	\$ 7,728

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CURTIS LAND OREG. LTD.
ARTICLES OF LIMITED PARTNERSHIP



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APPENDIX B
Articles of Limited Partnership

CERTIFICATE OF
ARTICLES OF LIMITED PARTNERSHIP OF
CURTIS LAND OREG. LTD.

GENERAL PARTNERS: THE MILLER TRUSTS, U/A dated December 30, 1972,
J. M. MILLER and MARK E. MILLER, as individuals,
161 High Street, S.E., Salem, Oregon 97301

MAKE THIS LIMITED PARTNERSHIP AGREEMENT WITH THE

LIMITED PARTNERS: Those individuals executing this Agreement as Limited Partners (hereinafter called individually a "Limited Partner" and collectively the "Limited Partners").

AGREEMENTS

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Data: The following dates, percentages, names, and references are hereby incorporated in this agreement whenever referred to and as necessary to provide a fair meaning for any promise or covenant:

1.1 Partnership Name: CURTIS LAND OREG. LTD.

1.2 Land Description: The underlying land, excluding all improvements thereon, whether structures, parking lots, landscaping, or any appurtenances thereof, on, above, or under that real property described on Exhibit "A" attached hereto and by this reference made a part hereof.

1.3 Land Purchase Price: \$300,000.00 subordinated to a contract of sale in the sum of \$1,559,580.00.

1.4 General Partners' Total Cash Capital Contributions: \$3,370.00

1.5 Limited Partners' Total Cash Capital Contributions: \$337,000.00.
Number of Units of Participating Interest: 337
Cash Contribution Per Unit: \$1,000; Minimum Purchase 10 Units (\$10,000)
Percentage of Interest Per Unit: .297%
Projected Land Lease Annual Payment: \$47,821
Projected Annual Distribution from Net Cash Flow from Operations Per Unit: \$120.71 (Aggregating \$40,680 to the Limited Partners)
Projected Annual Distribution from Net Cash Flow from Operations to the General Partners: \$2,141

1.6 Annual Property Management Fee to General Partners: \$1,000
Annual Partnership Accounting Fee to General Partners: \$1,000

1.7 Syndication and Organization Costs Payable by Partnership: \$39,000; with any excess cost to be paid by the General Partners without reimbursement by the Partnership.

2. Formation: The parties hereto do hereby form a limited partnership pursuant to the Uniform Limited Partnership Act of Oregon, named as stated in Section 1.1 above (hereinafter called "Partnership").

3. Registered and Principal Office and Agent for Service of Process:

The address of the initial registered office of the Limited Partnership and its principal place of business shall be 161 High Street S.E., Salem, Oregon 97301, except as the General Partners shall otherwise designate. The name of the initial registered agent at such address is J. M. Miller. The General Partners designate said initial registered agent, as well as any successor registered agent, as their personal registered agent and attorney upon whom any process, notice, or demand which is required or permitted by law to be served upon a General Partner, may be served.

4. Purpose: The purposes and powers of the Partnership shall be as follows:

4.1 To acquire that parcel of land located and described on Exhibit "A", subject to easements, conditions, restrictions, and reservations stated thereon (the Land) at a purchase price as stated in Section 1.3, for lease to an office park.

4.2 To execute such a "triple-net" lease to an affiliate partnership with rents calculated to yield a cash return per unit not less than the amount stated in Section 1.5, which lease may provide for a cross purchase option and first rights of refusal in the event one or the other Partnership elects to sell its interests separately.

4.3 To sell Units of Participating Interests in this Partnership as stated in Section 1.5.

4.4 To execute notes and contracts or to subordinate its interest in the Land to secure loans for the acquisition of the commercial office building on the Land, as may be determined by the Lessee of the Lease stated in Section 4.2.

4.5 To collect the rents from the Lessee, paying expenses and debt service incurred in connection therewith, if any, and distributing the net proceeds as provided herein to the General and Limited Partners.

5. Term: The Partnership shall commence not later than the date the Amended and Restated Articles of Limited Partnership are filed with the Oregon Corporation Commissioner and shall continue for seventeen (17) years unless earlier dissolved by any one of the events set out in Section 14. The death of a Limited Partner shall not dissolve the Partnership or terminate the Partnership business.

6. Capital Contributions: The following capital contributions shall be made:

6.1 The General Partners shall make a capital contribution as stated in 1.4 to the Partnership, and shall provide services as stated herein for agreed fees and salary.

6.2 The persons who execute this Agreement as Limited Partners shall contribute to the capital of the Partnership an aggregate cash amount as stated in Section 1.5 for the number of Units of Limited Partnership Interests as stated in Section 1.5, each Unit representing the Limited Partners' interest in the Net Operating Profits and Losses and Net Cash Distributions from Operations of the Partnership, as defined in Section 8, and cash distributions on dissolution of the Partnership Property, subject to taxable allocations as defined in Section 15.

6.3 These Units of Limited Partnership interests and the rights represented thereby are hereafter called "Units". The percentage of interest in the Limited Partnership Interests in the Partnership, as herein defined, of each Limited Partner shall be the percentage of the Units owned by such Limited Partner as compared to the total outstanding Units, such percentage being as stated in Section 1.5. Fractional Units may be sold by the General Partners and may be owned as such by Limited Partners.

6.4 The Partnership shall be responsible for providing equity requirements and working capital as required. The Limited Partners shall have no liability to provide funds in addition to their original subscription to acquire or otherwise operate the Project.

7. Compensation for Services: The following compensation shall be payable to the General Partners or affiliates for services rendered to the Partnership.

7.1 The General Partners, their affiliates, or assigns, for services rendered in selecting, retaining, and supervising consultants, auditors, etc., and for maintenance and dissemination of Partnership records and reports, shall be entitled to receive the annual Partnership Accounting Fee as stated in Section 1.6, which shall be payable quarterly. The Partnership itself shall pay the cost of preparing tax returns, schedules, and the annual independent, certified, audited financial statement.

7.2 As compensation for their services rendered in property inspection and management, collection of rent, and general management of the day-to-day operations of the Partnership, the General Partners, their affiliates, or assigns shall be entitled to receive the Annual Property Management Fee (as stated in Section 1.6), which shall be payable quarterly.

7.3 Should the General Partners loan cash to the Partnership for working capital or equity, the Partnership shall issue notes for such loans at an interest rate 1% more than chargeable by the General Partners' bank and be repayable from the first available cash of the Partnership after first paying other operating costs and debt service, but before any other cash distribution to the Partners. Such loans must be approved by Limited Partners holding 51% of the Units.

8. Profits, Losses, and Distribution of Available Cash from Operations:

8.1 Net Operating Profits and Losses for Partnership purposes, as determined in accordance with accepted accounting principles by the Partnership's accountant, will be as shown and reported on the Partnership's annual tax returns, State and Federal. Such profits and losses shall be distributed ninety-five percent (95%) to the Limited Partners and five percent (5%) to the General Partners.

8.2 Net Cash Distributions from Operations for distribution to the Partners is that cash held by the Partnership, determined to be distributable to the Partners by the General Partners after payment of all operating costs and current debt service of the Partnership, including repayment of loans from General Partners (or the setting aside of reasonable cash reserves for such purposes). Such net cash distributions shall be distributed not less often than quarterly, 95% to the Limited Partners and 5% to the General Partners.

8.3 The Net Operating Profits and Losses and Net Cash Flow from Operations apportioned to the Limited Partners shall be reapportioned among them, pro rata, in relationship to the number of Units owned by each as compared to the total number of Units issued and outstanding, and among the General Partners as they agree.

8.4 Without limitation upon the right to claim deductions for income tax purposes, in no event shall any of the Limited Partners be liable for any losses in excess of their respective contributions to the capital of the Partnership.

8.5 No partner shall receive any interest on his contribution to the capital of the Partnership or have any priority of any kind over any other Limited Partner.

8.6 The Partnership is responsible for the payment of all fees to any Partner in connection with this Partnership as expenses of the Partnership.

8.7 In the event of any "one-time" capital transaction, such as sale of the entire property of the Partnership and that of Curtis Office Park Oreg. Ltd., the refinancing of such property, or excess insurance proceeds not used in the reconstruction of such property, the Partnership or its partners shall receive the following cash proceeds to the extent and when cash is available

8.7.1 There shall be first paid, or deducted, the then unpaid balance of the purchase contract or "refinanced" mortgage or first deed, or cost of reconstruction and costs of sale, if any,

8.7.2 The Land Partnership, Curtis Land Oreg. Ltd., shall be paid the original cash capital contributions, plus a cumulative return of 12% per annum from date of investment less previously distributed cash; and

8.7.3 The Building Partnership, Curtis Office Park Oreg. Ltd., shall then be paid the original cash capital contributions plus a 6.32% per annum cash return on the total capital contributions, non-compounded, for the term of the individual investments, less any cash distributions previously made.

8.7.4 Then Curtis Land Oreg. Ltd. shall be distributed 15% of any remaining cash proceeds from such transactions with the balance payable to Curtis Office Park Oreg. Ltd.

9. Powers, Duties, and Responsibilities of the General Partners:

9.1 The General Partners shall be responsible for the supervision, operation, and maintenance of the Partnership business, property, and accounting records and shall contract with an institutional "Trustee" to represent this Partnership as an Agent, and particularly its Limited Partners, in any transaction or event wherein there is a default in the performance of the "Land" lease, which contract may not be terminated or modified by the General Partners without the consent of a Limited Partner holding a majority of the outstanding units.

9.2 Although, as owners, they have no obligation to do such, the General Partners may manage the Project or appoint a managing agent and the Limited Partners hereby consent to the employment of such managing agent, as the General Partners may engage, notwithstanding the fact that any party hereto may have an interest therein, provided that the amount paid to such managing agent shall not exceed the rates generally prevailing in the community. The management fee shall be an expense of the Partnership. It shall be permissible to employ one or more of the General Partners as manager(s), or to engage an agency in which one or more of the General Partners has an interest.

9.3 Nothing contained herein, however, shall prevent any of the Partners, General or Limited, from continued engagement in real estate activities other than this Partnership, and no parties herein shall have any interest in such other activities by virtue of this Partnership.

9.4 Without limitation of any power that may be conferred upon them by law, the General Partners may:

9.4.1 Enter into such leases with respect to all or any portion of the Partnership's property without limit as to the term thereof, whether or not such term (including renewal terms) shall extend beyond the date of the termination of the Partnership, at such rental or amount, and upon such terms as they deem proper;

9.4.2 Compromise, submit to arbitration, sue, or, defend all claims in favor of or against the Partnership;

9.4.3 Make and revoke an election permitted the Partnership by any taxing authority, except as limited by Section 13.4;

9.4.4 Do all acts they deem necessary or appropriate for the protection and preservation of the Partnership assets;

9.4.5 Carry, at the expense of the Partnership, such insurance coverage for public liability and all other insurance necessary or appropriate to the business of the Partnership in such amounts and of such types as they shall determine from time to time;

9.4.6 Execute such documents as may be required in all dealings with the holders of the contract, including documents necessary to permit such increase in the contract note as may be approved by the holders of the contract;

9.4.7 The General Partners shall not, without the written consent of Limited Partners holding a majority of the outstanding Units, (i) sell or exchange all or any part of the real property owned by the Partnership; (ii) enter into or terminate a lease of all or substantially all of the real property owned by the Partnership; (iii) refinance, recast, modify, or extend any contracts which may affect any property owned by the Partnership, or enter into a new contract affecting the same, except as provided for in Section 9.4.6 of this Agreement; or (iv) demolish any building owned by the Partnership, substantially alter any such building, or build a new building on real property owned by the Partnership.

9.5 No Limited Partner may participate in the management of the Partnership business, except as provided by ORS 69.280.

9.6 The General Partners may be removed for cause at the written request of Limited Partners holding a majority of the outstanding Units; however, such removal shall not affect any of the General Partners' ownership rights in Net Cash Distributions from Operations and Residual Interests from Capital Transactions as stated in Sections 9 and 15. A successor General Partner may be chosen by the Limited Partners and must be approved by all the Limited Partners, voting unanimously, providing the successor General Partner purchases all the vested interests of the removed General Partners for a price agreed between such Partners payable upon eventual termination and dissolution of the Partnership, said obligation being a prior charge on the residual interests in this Partnership of the successor General Partner. If the parties cannot agree on a price, they shall submit the issue of the price to be paid to binding arbitration pursuant to the rules of the American Arbitration Association, and costs thereof shall be paid as the arbitrators determine.

9.7 Within 90 days after the Limited Partners have voted to remove a General Partner, the General Partner shall have prepared, at Partnership expense, a finance statement (balance sheet, statement of income or loss, Partners' equity, and changes in financial position) prepared in accordance with generally accepted accounting principles and accompanied by a report thereon containing an opinion of an independent certified public accounting firm and shall cause such statement to be mailed to the Limited Partners as soon as possible after receipt thereof.

10. Indemnification: The Partnership, but not the Limited Partners, shall indemnify and save harmless the General Partners from personal loss or damage incurred by reason of any act performed in good faith for and on behalf of the Partnership and intended to be in furtherance of the interests of the Partnership. The General Partners will not be indemnified for any acts arising out of their negligence, absence of good faith, or willful misconduct.

11. Liability of Partners: No Limited Partner shall be personally liable for any debts of the Partnership or any of the losses thereof beyond the amount originally contributed by him to the capital of the Partnership. The General Partners shall be personally liable for all debts of the Partnership.

12. Fiscal Control:

12.1 The fiscal year and accounting period of the Partnership shall be the calendar year, and at all times during the continuance of the Partnership the General Partners shall keep or cause to be kept full and true books of account in which shall be entered fully and accurately each transaction of the Partnership. The General Partners shall retain an accounting firm to perform the annual audit for the Partnership. Such accounting costs shall be an expense of the Partnership. The Partnership books shall be kept on a cash basis.

12.2 All of such books of account shall at all times be maintained at the principal office of the Partnership. Such books shall be open to inspection by any of the Partners or their accredited representatives at any reasonable time during normal business hours.

12.3 The General Partners agree to deliver to the Limited Partners annual audited financial statements and "information returns" on or before March 15 of each year, showing the profit or loss of the Partnership and the distribution or allocation thereof to each partner for the preceding calendar year, which accounting shall be made on a quarterly basis. Likewise, unaudited financial statements shall be provided each Partner within 45 days of the end of each quarter, except the year-end quarter. All such statements shall be prepared by the Partnership's selected accountant and shall be an expense of the Partnership (both audited and unaudited).

12.4 A separate capital account shall be maintained for each Partner.

12.5 Funds shall be retained in the Partnership in such amounts as the General Partners deem reasonably necessary to provide for the foreseeable expenses of the Partnership and to prevent impairment of the Partnership capital.

12.6 All funds of the Partnership shall be deposited in the Partnership name in a depository bank selected by the General Partners. Withdrawals shall be made by check, draft, or other appropriate instrument signed by the General Partners or by such other persons as they may designate.

13. Dissolution of Partnership: The Partnership shall be dissolved only upon the occurrence of one or more of the following events:

13.1 The sale of all or substantially all of the Partnership assets

13.2 Upon the bankruptcy, death, or incapacity of any General Partner, provided, however, that in any of such events the surviving General Partners or the Limited Partners holding a majority of the outstanding Units may elect to continue the business of the Partnership, and appoint an additional General Partner, if desired. In such event, the Partnership shall not be dissolved. In the event all General Partners are removed for any reason or because of their bankruptcy, death, or incapacity, the Limited Partners, voting unanimously, may elect to continue the business of the Partnership, or appoint a new General Partner, providing the new General Partner purchases all the vested interests of the prior General Partners in the Net Cash Distributions from Operations and Residue from Capital Transactions in this manner and as stated in Section 10.6.

13.3 Upon the decision of the General Partners, with the consent of Limited Partners holding a majority of the outstanding Units, to dissolve the Partnership.

13.4 Upon destruction of all or substantially all of the Partnership property.

13.5 Upon unanimous consent of all of the Limited Partners to dissolve the Partnership, which consent shall be executed in writing.

13.6 Upon expiration of the period of the Partnership.

14. Distributions Upon Dissolution, Termination, Refinancing, or Other "One-time" Gains:

14.1 Upon any dissolution of the Partnership, the General Partners shall proceed to the orderly liquidation and termination of the Partnership. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

14.1.1 In the event of dissolution only, to the payment of debts and liabilities of the Partnership (not including the contributions of Limited Partners and any loans or advances that may have been made by the General Partners to the Partnership) and expenses of liquidation;

14.1.2 To the setting up of any reserves which the General Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership;

14.1.3 To the payment of the outstanding balance on notes payable to Partners, if any, with Limited Partners' notes, if any, to be first paid first;

14.1.4 To the payment of the Partners' Capital Contributions in the ratio of their respective Total Cash Capital Contribution to the overall Total Cash Capital Contribution, plus a cumulative return of 12% per annum from date of investment, except as reduced by any prior distributions made pursuant to Section 14.2;

14.1.5 The "residue", if any, then remaining shall be apportioned in the ratio of 5% to the General Partners and 95% to the Limited Partners, pro rata in relationship to the number of Units held by each.

14.2 The same order of distribution shall apply to the proceeds received by the Partnership from any net excess insurance proceeds and any net proceeds of contract refinancing, partial condemnation, sales of easements, rights-of-way, or similar interest in the property of the Partnership, and sales of parts of the Partnership Property or interest therein and other similar items which, in accordance with generally accepted accounting principles, are attributable to capital, to the extent available for distribution.

14.3 A reasonable time shall be allowed for the orderly liquidation of assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partners to minimize the normal losses attendant upon a liquidation.

14.4 The General Partners shall not be personally liable for the return of the capital contributions or advances of the Limited Partners or any portion thereof. Any such return shall be made solely from the Partnership assets.

15. Tax Treatment of Certain Gains: Although net proceeds to the Partnership upon the sale or other disposition of property of the Partnership shall be distributed as provided in Section 14 hereof, any taxable gain realized by the Partnership from such sale or distribution shall be first allocated so that each Partner's capital account is brought to zero, and thereafter allocated as cash is distributed in Section 14.

16. Transfer of Partnership Interests:

16.1 The General Partners shall not assign, contract, or sell their interest in the Partnership or in its capital assets or property, or enter into any agreement as the result of which any person shall become interested with them in the Partnership, without the prior written approval of the Limited Partners holding a majority of the outstanding Units.

16.2 Upon the death of a General Partner, the interest of the deceased General Partner in the Partnership shall pass as part of his estate as his will or as the law shall provide, but without power to vote in matters concerning the Partnership. The successor or successors to that Partnership interest, by reason of such death, shall have all the rights of the decedent in the profits, losses, cash distributions, notes, capital and residue of the Partnership possessed by the decedent, subject to the provisions of Section 15.2 hereof. Upon the death of a Limited Partner, his lawful successor in interest may become a Limited Partner, subject to all of the terms and conditions of this Agreement, providing consent of the General Partners is first obtained, as herein provided.

The death of any Limited Partner shall not have the effect of terminating or dissolving this Partnership. Upon the death of a Limited Partner, his or her estate, devisee and/or heirs shall succeed to his interests and shall be bound by the terms and provisions of this Agreement; however, in the event that the interests of the deceased do not pass to a single trust or pass to more than one heir or devisee, or, upon termination of any such trust, are distributed to more than one beneficiaries (the "Distributees") shall, within ninety (90) days after distribution by the Estate of the deceased Limited Partner or by the trustee under any trust established by the deceased Limited Partner, execute and deliver to the General Partners a written instrument (including a power of attorney) appointing one person, firm or corporation as and to be the agent of and for said Distributees. Such agent shall be responsible for collecting, receiving and making all payments and contributions required hereunder, shall vote all interests of the Distributees, and shall perform all other obligations of such Distributees performable by reason of or arising from their interests. Such payments shall be deemed to have been validly made to such Distributees by paying the same to such duly designated agent. In

the event that said Distributees for any reason fail to designate such agent in writing in the manner and within the time prescribed and continue to cure such default after ten (10) days written notice from the General Partners to correct the same, the General Partners shall have the right at their election, to withhold all sums that are payable with respect to the interests of the Distributees until such time as the Partnership is dissolved or such default is cured. So long as such default exists with respect to any interests, such interests may not be voted on any matter on which the vote or consent of Limited Partners or holders of interests is required or permitted herein. Whenever interests may not be voted on a transaction, the percentage required herein for approval shall only include those Limited Partners permitted to vote. Upon the death of a Limited Partner's spouse having a community property interest in the interests of the Limited Partner, the foregoing provisions of this Section 16.2, shall apply to all of the deceased spouse's community property interests in the surviving spouse's interests in the Partnership which do not pass to the surviving spouse by will or through operation of law, and such provisions shall be applied to such interests as though the Limited Partner had owned such interests and had died on the date of his spouse's death, leaving such interests to the actual recipients thereof.

16.3 Although a Limited Partner may assign his rights to Profits, Losses, and Net Cash Flow, an assignee cannot become a Limited Partner without the consent of a General Partner, the granting or denial of which is in the absolute discretion of the General Partners. The General Partners shall not give their consent to any such transfer unless and until they have received an opinion of counsel satisfactory to the General Partners that the proposed transfer will not terminate the Partnership for Federal income tax purposes nor cause a loss of any exemption from registration under the Securities and Exchange Act. A \$100 transfer fee in addition to actual costs incurred by the General Partners in connection with such a transfer shall be charged to the Limited Partners transferring his interests.

16.4 In the event that a transferee of a Partnership interest becomes a Limited Partner, the items of gross income, deduction, and credit pertaining to the transferred interest for the fiscal year of the transfer shall, unless otherwise agreed by the transferor and transferee, be allocated between the transferor and transferee on a pro-rata quarterly basis.

16.5 Upon the transfer of an interest in the Partnership, the Partnership may elect, pursuant to Section 734 of the Internal Revenue Code of 1954, as amended, to adjust the basis of the Partnership Property as allowed by Section 734(b) and 743(b) of said Code. The election shall be filed with the Partnership's Income Tax Return for the first taxable year in which the election applies.

16.6 Notwithstanding anything set forth above in this Section 17, no sale or exchange of all or a part of an interest in this Partnership shall occur if it would cause the termination of the Partnership for Federal income tax purposes, unless all the Partners agree in writing to such sale or exchange.

17. Admission of Additional Limited Partners: The General Partners may not admit to the Partnership additional Limited Partners contributing more capital than contemplated by this Agreement without the consent of Limited Partners holding a majority of the outstanding Units.

18. Representations and Warranties by Limited Partners: Each Limited Partner hereby represents and warrants to the Partnership and the General Partners as follows:

18.1 He is purchasing his Limited Partnership Interest for his personal investment purposes only and not with a view toward distribution or sale of all or a portion of such interest.

18.2 He will not sell or offer for sale his interest in the Partnership without complying with the provisions of these Articles pertaining to transferability. He is aware that the Articles impose substantial restrictions on the transferability of his interest in the Partnership and recognizes that there is no ready public market for such interest and that it may not be possible to readily liquidate his investment in the Partnership.

18.3 He has made a careful investigation of the materials (particularly the Offering Document and these Articles) submitted to him by the General Partners and has relied on his own investigation thereof and not on any oral representations of the General Partners, or anyone acting on their behalf, in making his decision to invest. He has not been denied any information with respect to the Partnership or the Project which he believed to be material to his decision to invest.

18.4 He is financially capable of and intends to retain ownership of his Units during the entire term of the Partnership or for as long as he is physically capable of so doing.

18.5 Although it is expected that he will presently qualify for certain tax benefits offered by the Internal Revenue Code now in effect, as amended by the Tax Reform Act of 1969, because of the principal asset and business of the Partnership, he recognizes that there is no guarantee that the Internal Revenue Code or the regulations promulgated thereunder will not be amended in such a manner as to wholly or partially deprive him of any tax benefit he might presently receive under the law now in effect.

19. Amendments:

19.1 Amendments to the Articles may be proposed by the General Partners or by Limited Partners holding 10% of the outstanding Units. Following such proposal, the General Partners shall submit to the Limited Partners a verbatim statement of any such proposed amendment and an opinion of Counsel as to the legality of such proposed amendment. The General Partners shall include in any such submission their recommendation as to the proposed amendment. Each such submission shall bear a notice to the effect that the proposed amendment shall become effective upon the receipt of the affirmative vote of Limited Partners holding a majority of the outstanding Units. The General Partners shall seek the written vote of the Limited Partners on the proposed amendment by return mail following the submission, or shall call a meeting to discuss the proposed

amendment. Such amendment shall be adopted or rejected at the meeting by the same affirmative vote required above. Limited Partners may vote in person or by proxy at any such meeting. Notwithstanding the above, no amendment shall:

- (1) Modify the liability of either the General Partners or the Limited Partners
- (2) Terminate the Partnership except as provided in this Agreement.

19.2 Notwithstanding the above, the General Partners may amend this agreement to add or delete qualified Limited Partners by exercising their Power of Attorney for each Limited Partner as granted in Section 21.

20. Power of Attorney:

20.1 Each Limited Partner, by becoming a Limited Partner, constitutes and appoints the General Partners the true and lawful attorneys of and in the name, place, and stead of said Limited Partner, to execute, sign, acknowledge, file, swear to, verify, deliver, record, and publish:

20.1.1 The original Articles of Limited Partnership and all amendments thereto required by law, any other regulatory agency with lawful jurisdiction, or these Articles

20.1.2 All instruments which effect a change, modification, or amendment of this agreement by adding or substituting Limited Partners or dissolving or continuing the Partnership itself

20.1.3 Subordination of this Partnership's interest in the Land of the Partnership for contracts and loans required by the Lessee of the Land to complete its acquisition and possible future modification of buildings and improvements, so long as such contracts and loans do not exceed \$1,559,580.00 in the aggregate.

20.2 The power hereby conferred shall continue from the date of the subscription of the Limited Partner until said Limited Partner shall cease to be a Limited Partner, or until he notifies the General Partners in writing that this power of attorney is revoked. If revoked, the Limited Partners shall sign legally required amended articles immediately upon presentment by the General Partners.

20.3 To represent each and every Limited Partner before any office of the Internal Revenue Service with respect to any Internal Revenue tax matter that in any way relates to this Partnership or any interest therein. Such General Partner shall have authority to receive confidential information and full power on behalf of each and every Limited Partner to execute agreements extending the statutory period for assessment or collection of taxes and to delegate authority or to substitute another representative.

21. Miscellaneous:

21.1 These Articles shall be binding upon and inure to the benefit of all of the parties and their estates, heirs, legatees, successors, and assigns.

21.2 All notices provided for by the Articles shall be directed by first class mail to the parties at the addresses herein set forth and to the Partnership at its principal office, or to such other address as shall be notified to the Partnership in writing.

21.3 Any dispute under or concerning the Articles shall, at the option of any disputant, be submitted to arbitration in accordance with the rules of the American Arbitration Association. In any such dispute, whether or not submitted to arbitration or a court of proper jurisdiction, the prevailing party shall recover from the other party his reasonable attorneys' fees and related expenses as approved by the arbitrator or court.

21.4 These Articles and the right of the parties hereunder shall be interpreted in accordance with the laws of the State of Oregon.

21.5 These Articles may be executed in several counterparts, and all so executed shall constitute one agreement binding on all the parties, whether or not all the parties are signatory to the same counterpart.

21.6 The headings of the Sections of these Articles are inserted for convenience only and shall not be deemed to be a part of the Articles.

21.7 In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity of the remainder of the Articles or of such provisions under different circumstances.

21.8 Each of the parties shall execute, acknowledge, and deliver instruments necessary to carry out the purposes of the Articles and sign any amendment to the Articles of Limited Partnership whenever the signing of such certificate or amendment is requested of them by a General Partner, and they agree to do such other acts as may be required to comply with the law for the valid formation and existence of a limited partnership. Upon the failure or refusal of any Partner to so sign or do such other act, the General Partners shall be deemed the duly constituted agent (of the Partner failing or refusing to sign or act) to sign such amendment or to do such other act on his behalf, and the acts of such agent shall be deemed ratified, approved, and confirmed by the Partner for whom the agent is acting.

21.9 These Articles represent the entire agreement by and between the parties hereto, and no other agreements or understandings, written or oral, exist to modify any provision contained herein.

21.10 The Partners agree that the Partnership property are not and will not be suitable for partition. Accordingly, each of the Partners hereby irrevocably waives any and all rights that he may have to maintain any action for partition of any of the Partnership property.

21.11 In the event a Limited Partner is a trust (with or without disclosed beneficiaries), partnership, limited partnership, joint venture, corporation or any entity other than a natural person, the Partnership and the General Partners shall (i) not be required to determine the authority of the person signing this Agreement or any amendment hereto, to make any commitment or undertaking on behalf of such entity, not to determine any fact or circumstance bearing upon the existence of this authority; (ii) not be required to see to the application or distribution of revenues or proceeds paid or credited to the person signing the Agreement or any amendment hereto on behalf of such entity; (iii) be entitled to rely upon the authority of the person signing this Agreement or any amendment hereto with respect to the voting of the interests of such entity and with respect to the giving of consent on behalf of such entity in connection with any matter for which consent is permissible or required hereunder; and (iv) be entitled to rely upon the authority of any General Partner, joint venturer, co- or successor trustee, or president, vice president or other authorized officer (as the case may be) of any such entity the same as though such person were the person originally executing this Agreement or any amendment hereto on behalf of such entity.

21.12 No person dealing with the General Partners shall be required to determine their authority to make any commitment or undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of their authority. In addition, no purchaser of any asset owned by the Partnership shall be required to determine the sole and exclusive authority of the General Partners to sign and deliver on behalf of the Partnership any such instrument of transfer, or to see the application or distribution of revenues or proceeds paid or credited in connection therewith, unless such purchasers shall have received written notice from the Partnership affecting the same.

DATED AND EXECUTED: December 10, 1979.

We, the undersigned, declare under the penalties of perjury that we have examined this Certificate of Articles of Limited Partnership and, to the best of our knowledge and belief, it is true, correct, and complete.

GENERAL PARTNERS:

ADDRESS:

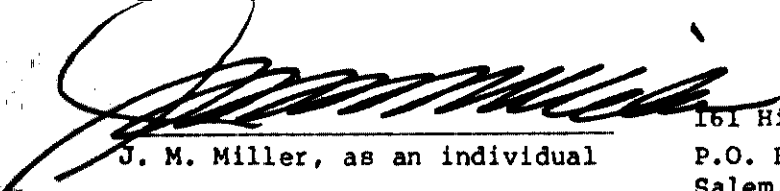
PERCENTAGE OF
GENERAL PARTNERSHIP
INTERESTS HELD:

THE MILLER TRUSTS

By: Mark E. Miller
Mark E. Miller, Trustee

161 High Street, S.E.
P.O. Box 230
Salem, Oregon 97308

100%, divided among
the General Partners
as they agree.


J. M. Miller, as an individual

161 High Street, S.E.
P.O. Box 230
Salem, Oregon 97308

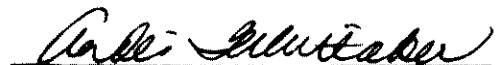

Mark E. Miller, as an individual

161 High Street, S.E.
P.O. Box 230
Salem, Oregon 97308

LIMITED PARTNERS:

ADDRESS:

NO. OF UNITS HELD/
PERCENTAGE OF
LIMITED PARTNERSHIP
INTERESTS:


Ardis Whittaker

161 High Street, S.E.
P.O. Box 230
Salem, Oregon 97308

1/10 of 1%

EXHIBIT A

CURTIS LAND OREG. LTD.

Legal Description

Part of Lot 2 in Block 13, Part of Lot 3 in Block 20, and Part of Denton Street (now vacated), all in Scott's Third Subdivision according to the Official Plat thereof filed in Book 2 of Plats at Page 58, Records of Ada County, Idaho; described as follows:

Beginning at a point in the East right of way line of Curtis Road, which is North 1,835 feet and South 89 degrees 52' East 25 feet from the section corner common to sections 7, 8, 17 and 18 in Township 3 North, Range 2 East of the Boise Meridian in Ada County, Idaho; Thence South 89 degrees 52' East 300 feet to a steel pin; thence North parallel to the East right of way line of Curtis Road 274 feet to a steel pin; thence North 89 degrees 52' West 300 feet to a steel pin in the east right of way line of Curtis Road; thence South along said East right of way line 274 feet to the place of beginning.