

State of Oregon

Department of Commerce Corporation Division

JUN 20 1 52 PM '83
SECRETARY OF STATE

I, **Frank J. Healy**, Corporation Commissioner and Custodian of the Seal of the Corporation Division of the Department of Commerce of the State of Oregon, do hereby certify that I have carefully compared the annexed copy of the articles of amendment to the limited partnership agreement dated June 8, 1983, March 15, 1983, February 2, 1983 and July 9, 1982 for ROCKWOOD LAUREL PARK OREG. LTD.

with the record now on file in my office, and that the same is a correct transcript therefrom, and of the whole thereof. I further certify that this authentication is in due form and by the proper officer.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the seal of the Corporation Division of the Department of Commerce of the State of Oregon this 10th day of June, 19 83.



Frank J. Healy
Corporation Commissioner

By 

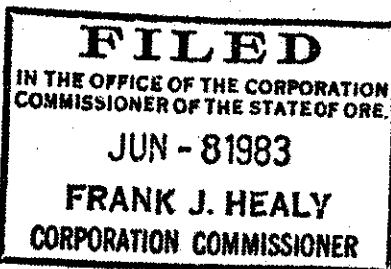
FILE NO.

LP 2941

AMENDED AND RESTATED

ARTICLES OF LIMITED PARTNERSHIP
OF

ROCKWOOD LAUREL PARK 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 meaning:

- 1.1 Partnership Name: Rockwood Laurel Park Oreg. Ltd.
- 1.2 Power of Attorney Granted in Section Number: 21
- 1.3 General Partners' Adjusted Cash Capital Contributions: \$(58,447)
Limited Partners' Adjusted Cash Capital Contributions: \$538,509

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.

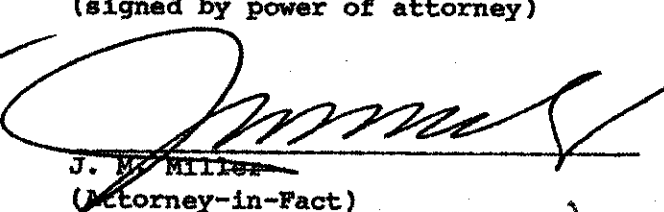
DATED AND EXECUTED this 2nd day of June, 1983.

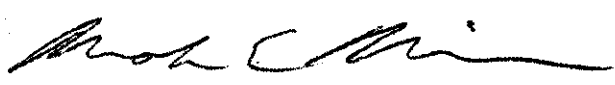
GENERAL PARTNERS:


LIMITED PARTNERS:

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


J. M. Miller


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


Mark E. Miller


Mark E. Miller, Vice President
(Attorney-in-Fact)

SCHEDULE A

<u>Limited Partners</u>	<u># Of Units</u>	<u>Capital Account</u>
Eugene M. Brown 215 E. Hawaii Nampa, Idaho 83651	1	\$ 17,419
Charles S. Campbell 3391 Country Club Dr. S. Salem, Oregon 97302	1	\$ 17,419
Paul J. Carr Dorothy P. Carr 2215 Ladd Avenue N.E. Salem, Oregon 97301	1	\$ 17,419
Kuo-Chian Chang Helen Su-Lien Chang 17451 S.W. Rivendell Drive Tigard, Oregon 97223	1	\$ 17,420
Frances L. Coldwell 14504 N.E. Rose Parkway Portland, Oregon 97230	1	\$ 19,189
Robert E. Craven 18 Independence Lake Oswego, Oregon 97034	1	\$ 19,189
Daniel M. Devine Route 2, Box 437A Warrenton, Oregon 97146	1	\$ 17,419
Larry R. Eidemiller 5051 S.W. Downs View Court Portland, Oregon 97221	2	\$ 38,378
George D. Frank 6575 S.W. Dale Beaverton, Oregon 97005	1	\$ 19,189
Jack H. Greene Danne' M. Greene 13070 Santa Anita Beaverton, Oregon 97005	2	\$ 34,838
Harold Heins Roberta R. Heins Route 5 Rupert, Idaho 83350	1	\$ 17,419
James F. Henriot 812C - 30th Street N.W. Gig Harbor, Washington 98335	1	\$ 17,419

<u>Limited Partners</u>	<u># Of Units</u>	<u>Capital Account</u>
George A. Hume Julia G. Hume 18631 Eunice Place Tustin, California 92680	1	\$ 17,419
Robert B. Ironside Joyce E. Ironside 6019 S.W. Woods Court Portland, Oregon 97221	1	\$ 17,420
Paul W. LaCroix Frances F. LaCroix 725 Rim View Drive Twin Falls, Idaho 83301	1	\$ 17,419
Howard L. McKee 2828 S.W. Fairview Blvd. Portland, Oregon 97201	1	\$ 17,419
Dean Meadows P.O. Box 276 American Falls, Idaho 83211	1	\$ 17,419
Jay Keith Ormond Box 2071 Idaho Falls, Idaho 83401	1	\$ 17,419
H. Eugene Quinn Danette R. Quinn 1649 South Geiger Tacoma, Washington 98465	1	\$ 19,190
Douglas B. Ruecker Lisa C. Ruecker 11002 N.W. 28th Court Vancouver, Washington 98665	1	\$ 17,420
Jim Schlauch 7515 S.W. Spruce Portland, Oregon 97223	1	\$ 19,189
David H. Sowle Joy J. Sowle 3633 Myrla Court South Salem, Oregon 97302	1	\$ 17,420
David Spigal Ruth Osiel Spigal 14545 N.W. Perimeter Drive Beaverton, Oregon 97006	1	\$ 19,190

Limited Partners# Of UnitsCapital Account

Derek P. Stables
Anita E. Stables
3661 Augusta National Drive
Salem, Oregon 97302

1

\$ 17,420

Charlene Ann Wall
2015 State Street, Suite 7
Salem, Oregon 97301

1

\$ 17,420

Ben H. Wight
Patricia A. Wight
2007 Louisiana Drive
Nampa, Idaho 83651

1

\$ 19,190

Charles A. Woodstock
3196 N.W. Greenbrier Place
Corvallis, Oregon 97330

2

\$ 34,838

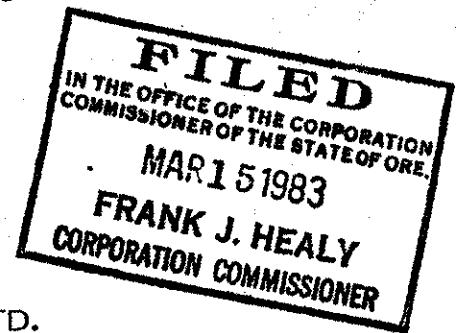


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 ARTICLES OF LIMITED PARTNERSHIP

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AMENDED AND RESTATED
CERTIFICATE OF
ARTICLES OF LIMITED PARTNERSHIP
OF
ROCKWOOD LAUREL PARK OREG. LTD.

GENERAL PARTNERS: J. M. MILLER, an individual
and MARK E. MILLER, an individual,
161 High Street S.E., Salem, Oregon 97308

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: ROCKWOOD LAUREL PARK OREG. LTD.
- 1.2 Project Address: 176 Maurice Street North, Twin Falls, Idaho 83301
- 1.3 Number of Apartment Units: 64
- 1.4 A Nonrecourse Wrap Around Trust Deed in the amount of \$1,170,000 (the "Loan")

Recourse Loan Liability of the Limited Partners: None

- 1.5 Cash Capital Contributions:
 - General Partners: \$6,788
 - Limited Partners: \$672,000

Summary of General and Limited Partners' Interests:

		<u>General Ptnrs. %:</u>	<u>Limited Ptnrs. %:</u>
1.5.1	Net Operating Profits and Losses:	5%	95%
	Annual Net Cash Distributions From Operations until cumulative annual distributions of \$1,344 have been distributed to the Limited Partners for each Unit (the annual amount will be prorated if the Unit is owned for less than one year):	5%	95%
	And surplus Annual Net Cash Distributions from operations annually:	30%	70%
	Residue from Capital Transactions until each Limited Partner has recovered his Total Cash Contribution as stated in Section 1.5 in the aggregate:	1%	99%
	Thereafter, until each Limited Partner has recovered a cumulative distribution of \$1,344 per Unit from the date of subscription (the annual amount will be prorated if the Unit is owned for less than one year), less any prior distributed cash:	5%	95%
	And any Residue remaining will be distributed:	30%	70%
1.5.2	After effect has been given to the distribution of cash on dissolution, all taxable gain from residual transactions will be allocated ratably to all Partners as necessary to raise their debit capital accounts to zero. The remaining taxable gain will be distributed:	30%	70%
	Losses from residual transactions will be allocated:	5%	95%
1.5.3	Net Cash Distributions from Operations if realized during any year, but not paid to either the Limited or General Partners, will be cumulative, noncompounded, be paid first from funds available for that purpose, prior to any payment of capital contributions on dissolution, but following payment of all debts of the Partnership. Whenever paid, it will be paid to the Partners in the ratio stated in 1.5.1, (see Section 8.1).		

- 1.6 Number of Units of Participating Interest: 30
Cash Contribution Per Unit: \$22,400, minimum purchase is 1 Unit, except as permitted in Section 6.3
Approximate Percentage of Interest in the Limited Partnership Interests per Unit: 3.33%
- 1.7 Compensation to General Partners or affiliates. The General Partners or affiliates will be paid:
- 1.7.1 A General Partners' Salary for services rendered during 1982 of 27% of gross income, with a maximum of \$23,063.
- 1.7.2 A Property Management Fee of 6% of the monthly Partnership income and as provided by a voluntary contract between Rockwood Development Corporation and the Partnership (subject to the limitations of Section 7.2).
- 1.7.3 An Initial Partnership Management Fee payable in 1982 in the amount of 20% of gross income, with a maximum of \$17,298.
- 1.7.4 A Limited No Negative Cash Flow Guarantee Fee payable in 1982 in the amount of \$17,297.
- 1.7.5 An Underwriting Commission payable to Rockwood Securities Corporation in the amount of \$31,046.
2. Formation: The parties hereto do hereby form a Limited Partnership pursuant to the Uniform Limited Partnership Act of Oregon ("OULPA"), 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 is 161 High Street S.E., P.O. Box 230, Salem, Oregon 97308, (503) 364-5500, or wherever else the General Partners designate. The name of the initial registered agent at such address is Mark E. 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 arises out of the conduct of the Partnership affairs and 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 certain real property and improvements thereon (the "Project") located where stated in Section 1.2, and as more fully described on Exhibit "A", attached hereto incorporated by this reference made a part hereof.
- 4.2 To own the Project together with a wrap around trust deed provided by the seller as stated in Section 1.4 (the "Loan").

- 4.3 To mortgage, sell, transfer and exchange or otherwise convey and encumber the Project in furtherance of the business of the Partnership.
 - 4.4 To enter into, perform and carry out contracts of any kind necessary to, or in connection with or incidental to the accomplishment of the development and operation of the Project.
 - 4.5 To execute a wrap around trust deed in order to obtain the loan stated in Section 1.4 (the "Loan") and such other documents required to obtain such Loan.
 - 4.6 To rent the Project from time to time, in accordance with applicable Federal, State, and local regulations, collecting the income therefrom, paying the expenses incurred in connection with the Project, and distributing the net proceeds, except as provided herein, to the General Partners and Limited Partners.
5. Term: The Partnership commenced on the date the Articles of Limited Partnership were filed with the Oregon Corporation Commissioner and will continue for fifteen (15) years unless earlier dissolved by any one of the events set out in Section 14. The death of a Limited Partner will not dissolve the Partnership or terminate the Partnership business.
6. Capital Contributions: The following capital contributions will be made:
- 6.1 The General Partners will make a capital contribution as stated in 1.5 to the Partnership and will provide services as stated herein for agreed fees and salary. The aggregate capital contributions of the General Partners will at all times equal or exceed one percent (1%) of the aggregate capital contributions of the Limited Partners.
 - 6.2 The persons who execute these Articles as Limited Partners will 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 as stated in Section 1.6, each Unit representing the Limited Partners' interest in the operating net profits, losses and net cash distributions of the Partnership, as defined in Section 8, and on dissolution of the Partnership Property as defined in Section 14, subject to taxable allocations as defined in Section 16.
 - 6.3 These Units of Limited Partnership and the rights represented thereby are hereafter called "Units". The percentage of interest in the Units of the Partnership, as herein defined, of each Limited Partner will 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 1.6. The Limited Partners will make their cash contributions to the Partnership as stated on their individually executed Subscription Agreement. Fractional Units may be sold by the General Partners and may be owned as such by Limited Partners.
 - 6.4 The Partnership will be responsible for providing equity requirements and working capital as required, but the General Partners will not be so

responsible, although they will exercise their best efforts to provide any shortage not funded by capital subscriptions. The Limited Partners will have no liability to provide funds in addition to their original subscription to construct or otherwise operate the Project.

7. Compensation for Services: The following compensation will be payable for services rendered to the Partnership, and fees stated in Sections 7.1, 7.3, 7.4, and 7.5 will not be paid from operating income.

7.1 The General Partners, as a payment for services rendered during 1982, including but not limited to, the following: (a) preparation and submission of all periodic operating reports required during 1982 by Oregon Corporation Commissioner and Oregon Department of Regulatory Agencies and NASD and SEC, if applicable; (b) selection and on-going performance review of property management firm during 1982, including all procedures and all governmental regulations having jurisdiction over the partnership and/or its projects; and (c) developing during 1982 adequate Partnership records, shall receive a salary from the Partnership as stated in Section 1.7.1.

7.2 Rockwood Development Corporation, an affiliate of the General Partners, will be paid a Property Management Fee for the Project in the amount stated in Section 1.7.2 unless a different fee is approved from time to time. Such fee will be paid monthly. In the event the Partnership retains third parties to perform a portion or all of the services set forth below, the Partnership will be solely responsible for any fees charged by such persons.

7.3 Rockwood Development Corporation, an affiliate of the General Partners, will receive that Initial Partnership Management Fee stated in Section 1.7.3, which will consist of compensation for, including but not limited to, the following services rendered during 1982: (a) coordination of transfers of Limited Partnership Units during 1982, if any, (b) correspondence with Limited Partners; (c) preparation and submission of profit and loss and cash flow projections for 1982 to Limited Partners; (d) interviews and selection of auditing firm for the Partnership for 1982; and (e) review of completed 1982 audit and tax return with Limited Partners and their legal and accounting counsel.

7.4 Rockwood Development Corporation, an affiliate of the General Partners, agrees to loan to the Partnership up to \$500,000 during 1982 only to meet its operating obligations after the Partnership has expended its budgeted working capital of \$30,065. Such loans will bear interest at the rate of 1% greater than the borrowing rate of Rockwood Development Corporation but will not exceed 3% more than the prime rate of the First Interstate Bank of Oregon and will be repaid as provided in Section 15.1.3. In exchange for agreeing to provide the Partnership funds as outlined in this Section 7.4, Rockwood Development Corporation will receive a Limited No Negative Cash Flow Guarantee Fee as stated in 1.7.4.

7.5 Rockwood Securities Corporation will receive an Underwriting Commission equal to \$31,046.

- 7.6 If the General Partners, or one of them, provide services for the Partnership as provided in Sections 10.1 and 10.2, such General Partners may receive allowable fees or income for such services.
- 7.7 Should a General Partner be expelled from the Partnership, such General Partner shall be entitled to interest on any loans made subject to the provisions of these Articles of Limited Partnership.
- 7.8 Should a General Partner be expelled from the Partnership according to provisions of Section 10.7 of these Articles of Limited Partnership, or should the Agent's Property Management Agreement be terminated if one of the General Partners or affiliates is the Managing Agent, any portion of the Property Management Fee or any other fee or commission payable according to the provisions of this Section 7 which is then accrued and due, but not yet paid, must be paid by the Partnership to the General Partners or Agent in cash within 30 days of the date of expulsion as stated in the written notice of expulsion.
8. Profits, Losses and Distribution of Available Cash from Operations:
- 8.1 Net Operating Profits and Losses and Net Cash Distributions from Operations (after payment of all fees) will be distributed to the Limited Partners (pro rata in the relationship of the number of Units held by each) and the General Partners (divided among them as they agree) as stated in Section 1.5.1. "Net Operating Profits and Losses" are defined as those reported by the Partnership's accountant on the Partnership's annual Partnership income tax information return pursuant to the cash method of accounting. "Net Cash Distributions from Operations" is the net operating profit or loss sum stated above, plus non-cash charges (depreciation and amortization), less cash requirements paid or set aside to pay the Trust Deed payable, expenses (including management fees), reserves and other liabilities pursuant to generally accepted accounting principles.
- 8.2 The Net Operating Profits and Losses and Net Cash Distributions from Operations apportioned to the Limited Partners will be reapportioned among them, pro rata, in relationship to the number of Units owned by each as compared to the total Units outstanding, even though the percentage of interest per Unit, as stated in 1.6, is exceeded.
- 8.3 From time to time, but at least annually, the General Partners will distribute the available Net Cash Available for Distribution to the General and Limited Partners entitled thereto, part or all of which may be a return on or of the Partners' initial investment. Nothing contained herein, however, will prohibit the General Partners from distributing any excess working capital 100% to the Limited Partners. Such distributions will be at the total discretion of the General Partners.
- 8.4 No Partner will receive any interest on his contribution to the capital of the Partnership or have any priority of any kind over any other Limited Partner (except interest earned by the Escrow Agent during the subscription period).

- 8.5 The Partnership is responsible for the payment of all fees in connection with this Partnership as expenses of the Partnership. Reimbursement (other than for organization and offering expenses or other fees described herein) to the General Partners or their Affiliates will not be made, except for reimbursement of the actual cost to the General Partners or their Affiliates of goods and materials used for or by the Partnership or for services otherwise provided for herein.
9. Advances from General Partners: The General Partners may advance funds to pay costs incurred in connection with the acquisition of the buildings to the extent cash is not available from the activities of the Partnership, including rentals, capital contributions, and proceeds resulting from an increase in the Loan. The General Partners may make advances or loans to the Partnership to pay its operating costs. For all such advances the General Partners will receive a promissory note or notes, payable from the first funds available from operating revenue, said notes to bear interest at a rate 1% per annum more than that payable by the General Partners to their lending bank and such notes will be payable prior to the payment of Cash Distributions to the Partners.
10. Powers, Duties and Responsibilities of the General Partners:
- 10.1 The General Partners are responsible for the supervision, operation and maintenance of the Partnership business, property, and its accounting records.
- 10.2 The General Partners may manage the Project, or they may appoint a managing agent, and the Limited Partners hereby consent to the employment of whatever managing agent the General Partners may engage, notwithstanding the fact that any party hereto may have an interest therein. The management fee will be an expense of the Partnership. It will be permissible to employ one or more of the General Partners as managers or to engage an agency in which one or more of the General Partners has an interest.
- 10.3 Nothing contained herein, however, will prevent any of the Partners, General or Limited, from continued engagement in real estate activities other than this Partnership, and no parties herein will have any interest in such other activities by virtue of this Partnership.
- 10.4 Without limitation of any power that may be conferred upon them by law, the General Partners may engage in activities as hereinafter outlined.
- 10.4.1 The General Partners have exclusive authority to manage the operations and affairs of the Partnership and to make all decisions regarding the business of the Partnership. Pursuant to the foregoing, it is understood and agreed that the General Partners have all of the rights and powers of a General Partner contemplated by the OULPA and as otherwise provided by law, and any action taken by the General Partners constitutes the act of and serve to bind the Partnership.

10.4.2

The General Partners are hereby granted the right, power and authority to do on behalf of the Partnership all things which, in their sole judgment, are necessary, proper or desirable to carry out their duties and responsibilities, including but not limited to the right, power and authority to compromise, submit to arbitration, sue or defend all claims in favor of or against the Partnership; to make and revoke any election permitted the Partnership by any taxing authority; to incur all reasonable expenditures; to employ and dismiss from employment any and all employees, agents, independent contractors, real estate managers, brokers, attorneys and accountants; to rent or lease all or any portion of any property for any purpose and without limit as to the term thereof, whether or not such term (including renewal terms) extends beyond the date of the termination of the Partnership and whether or not the portion so rented or leased is to be occupied by the lessee or, in turn, subleased in whole or in part to others; to create, by grant or otherwise, easements and servitudes; do all acts they deem necessary or appropriate for the protection and preservation of the Partnership's assets; carrying at the expense of the Partnership such as insurance coverage for public liability and all other insurance necessary or appropriate to the business of the Partnership in such amounts and in types as they determine from time to time; to borrow money and as security therefor to contract or mortgage all or any part of any property; to construct, alter, improve, repair, raze, replace or rebuild any property; to obtain replacements of any mortgage or mortgages related in any way to the property owned by the Partnership, and to prepay in whole or in part, refinance, recast, modify, consolidate or extend any mortgages affecting any such property; to do any and all of the foregoing at such price, rental or amount, for cash, securities or other property and upon such terms as the General Partners deem proper (provided, however, that in connection with the borrowing of money, recourse for the repayment of which is limited solely to Partnership property, no lender will be granted or acquire, at any time as a result of making such a loan, any direct or indirect interest in the profits, capital or property of the Partnership other than as a secured creditor); to place record title to any property in its name or in the name of a nominee or a trustee for the purpose of mortgage financing or any other convenience or benefit of the Partnership; and to execute, acknowledge and deliver any and all instruments to effectuate any and all of the foregoing.

10.4.3

The General Partners will have the right, power and authority to lease, sell, exchange, refinance or grant an option for the sale of all or any portion of the real and personal property of the Partnership, at such rental, price or amount, for cash, securities or other property and upon such other terms as the General Partners in their sole discretion deem proper; provided, that the sale or other disposition of any of the Partnership's assets (except for the sale or other disposition of the final property remaining as a result of sales of properties in the ordinary course of business) will require the approval of Limited Partners holding a majority of the then outstanding Interests.

- 10.4.4 The General Partners will devote such time to the Partnership business as, in their sole discretion, they deem to be necessary to manage and supervise the Partnership business and affairs; but nothing in these Articles of Limited Partnership shall preclude the employment, at the expense of the Partnership, of any agent or third party to manage or provide other services in respect of the Partnership property subject to the control of the General Partners.
- 10.4.5 The General Partners shall not be required to manage the Partnership as their sole and exclusive functions and they may have other business interests and may engage in other activities in addition to those relating to the Partnership, including the rendering of advice or services of any kind to other investors and the making or management of other investments. Neither the Partnership nor any Partner will have any right by virtue of these Articles of Limited Partnership or the partnership relationship created hereby in or to such other ventures or activities or to the income or proceeds derived therefrom and the pursuit of such ventures, even if competitive with the business of the Partnership, shall be deemed wrongful or improper. The General Partners are not obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership and each of them will have the right to take it for their own account (individually or as a trustee) or to recommend to others any such particular investment opportunity.
- 10.4.6 No General Partner will be accountable to the Partnership for any investment or business opportunity of which he hereafter becomes aware by reason of the affairs of the Partnership. Each Partner hereby waives any and all rights which he has now or may have in the future by reason of the doctrine of partnership opportunity.
- 10.5 Neither the General Partner nor any affiliate will have the authority to:
- 10.5.1 Enter into contracts with the Partnership which would bind the Partnership after the expulsion, adjudication of bankruptcy or insolvency, dissolution or other cessation to exist of the General Partner, or to continue the business with Partnership assets after the occurrence of such event;
- 10.5.2 Sell substantially all of the assets of the Partnership in a single sale, or in multiple sales in the same 12-month period, except in the orderly liquidation and winding up of the business of the Partnership upon its termination and dissolution;
- 10.5.3 Alter the primary purpose of the Partnership as set forth in Section 4, of the Partnership Articles of Limited Partnership;
- 10.5.4 Receive from the Partnership a rebate or give-up or participate in any reciprocal business arrangement which would enable it or an Affiliate to do so;

- 10.5.5 Make long-term secured loans to the Partnership and on short-term unsecured loans made to the Partnership, receive interest on other financing charges or fees in excess of those amounts which would be charged by third party financing institutions on comparable loans for the same purpose in the same geographic area, except to the extent permitted by Section 9;
- 10.5.6 Do any act in contravention of these Articles of Limited Partnership or which would make it impossible to carry on the ordinary business of the Partnership;
- 10.5.7 Possess any Partnership Property or assign the rights of the Partnership in specific Partnership Property for other than a Partnership purpose;
- 10.5.8 Admit a person as a General Partner except with the consent of the Limited Partners as provided for in these Articles of Limited Partnership;
- 10.5.9 Receive any insurance brokerage fee or write any insurance policy covering the General Partners or any of the Partnership Properties;
- 10.5.10 Employ, or permit to employ, the funds or assets of the Partnership in any manner except for the exclusive benefit of the Partnership;
- 10.5.11 Comingle the Partnership funds with those of any other person or entity;
- 10.5.12 Receive any commission or fee for the placement of mortgage loans or trust deed loans on the Partnership Property or otherwise act as a finance broker on behalf of the Partnership;
- 10.6 No Limited Partner may participate in the management of the Partnership business, except as provided by ORS 69.280.
- 10.7 The General Partners may be removed at the written request of Limited Partners holding a majority of the outstanding Units; however, such removal will not affect any of the General Partners' ownership rights in Net Cash Distributions from Operations and Residue from Capital Transactions (see Sections 8 and 15). A successor General Partner may be chosen by the Limited Partners and must be approved by the Limited Partners holding all of the outstanding Units, 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 must submit the issue of the price to be paid to binding arbitration pursuant to the rules of the American Arbitration Association and costs thereof will be paid as the arbitrators determine.

- 10.8 The General Partners hereby agree that any General Partner may act individually with full authority and power to act for the General Partners.
11. Indemnification: The Partnership, but not the Limited Partners, agrees to indemnify and save harmless the General Partners from personal loss or damage incurred by them 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, not in good faith, and willful misconduct.
12. Liability of Partners: No Limited Partner will be personally liable for the Loan or the debt secured thereby or for any other 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 will not be personally liable for the Loan or the debt secured thereby, but will be personally liable for all other debts of the Partnership.
13. Fiscal Control:
- 13.1 The fiscal year and accounting period of the Partnership will 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 complete books of account in which shall be entered the transactions of the Partnership. The General Partners will retain an accounting firm to perform the annual audit for the Partnership. Such accounting costs will be an expense of the Partnership. The Partnership books will be kept on a cash basis.
- 13.2 All of such books of account will at all times be maintained at the principal office of the Partnership. Such books will be open to inspection by any of the Partners or their accredited representatives at any reasonable time during normal business hours.
- 13.3 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 allocation will be made on a quarterly basis. Likewise, unaudited financial statements will be provided to each Partner within 45 days of the end of each quarter, except the year-end quarter. All audited statements will be prepared by the Partnership's selected accountant and the preparation of both the quarterly and annual statements will be an expense of the Partnership.
- 13.4 All elections under the Internal Revenue Code on the Federal Income Tax Returns of the Partnership may be made and determined by the General Partners. It is understood and agreed that all of the Partners now elect to report the maximum allowed form of accelerated depreciation.
- 13.5 A separate capital account will be maintained for each Partner.

- 13.6 Funds will be retained to the extent available 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.
- 13.7 All funds of the Partnership will be deposited in the Partnership name in a depository bank selected by the General Partners. Withdrawals may be made by check, draft, or other appropriate instrument signed by the General Partners or by such other persons as they may designate.
14. Dissolution of Partnership: The Partnership will be dissolved only upon the occurrence of one or more of the following events:
- 14.1 The sale of all or substantially all of the Partnership assets.
- 14.2 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. In such event, the Partnership will not be dissolved and the surviving General Partners may designate a new General Partner who must be approved by the Limited Partners holding all of the outstanding Units. In the event all General Partners are removed for any reason or because of their bankruptcy, death or incapacity, the Limited Partners holding all of the outstanding Units may elect to continue the business of the Partnership, providing the new General Partner is approved by a unanimous vote of Limited Partners, and further 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 10.7;
- 14.3 Upon the decision of the General Partners, with the consent of Limited Partners holding a majority of the outstanding Units, to dissolve the Partnership;
- 14.4 Upon destruction of all or substantially all of the Partnership property;
- 14.5 Upon unanimous consent of all of the Limited Partners to dissolve the Partnership, which consent will be executed in writing;
- 14.6 Upon expiration of the period of the Partnership;
15. Distributions Upon Dissolution, Termination, Refinancing or Other "One-time" Gains:
- 15.1 Upon any dissolution of the Partnership, the General Partners will proceed to the orderly liquidation and termination of the Partnership. The proceeds of such liquidation will be applied and distributed in the following order of priority subject to O.R.S Section 69.430:
- 15.1.1 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.

- 15.1.2 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;
 - 15.1.3 To the payment of the outstanding balance on notes payable to Partners, if any, the Limited Partner's notes, if any, to be paid first;
 - 15.1.4 To the payment of the Partners' capital contributions in the ratio as stated in Section 1.5.1, except as reduced by any prior distributions made pursuant to Section 15.2;
 - 15.1.5 The "Residue" then remaining will be apportioned in the ratio stated in Section 1.5.1, Residue from Capital Transactions, to the General Partners (divided among them as they separately agree) and to the Limited Partners (pro rata in relationship to the number of Units held by each).
- 15.2 The same order of distribution will apply to the proceeds received by the Partnership from any net excess insurance proceeds and any net proceeds of mortgage 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 except the return of excess working capital, to the extent available for distribution (which will be distributed as outlined in Section 8.3).
- 15.3 A reasonable time will 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.
- 15.4 The General Partners will not be personally liable for the return of the capital contributions or advances of the Limited Partners or any portion thereof. Any such return will be made solely from the Partnership assets.
16. Tax Treatment of Certain Gains: Although net proceeds to the Partnership upon the sale or other disposition of property of the Partnership will be distributed as provided in Section 15 hereof, any taxable gain realized by the Partnership from such sale or distribution will be allocated among the Partners as follows:
- 16.1 Not only gain subject to taxation as ordinary income pursuant to Sections 1245 and 1250 of the Internal Revenue Code, providing for depreciation recapture, but also any other taxable gain until the Partners' capital accounts are brought to zero, will be distributed to the Limited Partners and the General Partners in the ratio necessary to raise their debit capital accounts to zero, (even though the cash proceeds are allocated differently as provided in Section 15). The debit capital accounts shall be determined after their distribution of cash on dissolution has been distributed.

- 16.2 All other taxable gain will be allocated to the Limited Partners and the General Partners as stated in Section 1.5.2.

17. Transfer of Partnership Interests:

- 17.1 The General Partners or affiliates will not assign, mortgage or sell their interest in the Partnership, or enter into any agreement as the result of which any person will become interested with them in the Partnership, without the prior written approval of the Limited Partners holding a majority of the outstanding Units. This provision will not prohibit the General Partners from allocating their Partnership benefits among themselves or affiliates, from assigning up to 1/4th of their 30% interest in Residue from Capital Transactions to outside third parties in connection with borrowings of the Partnership, or to a 5% assignment of their residual interests to individuals licensed with Rockwood Securities Corporation.
- 17.2 Upon the death of a General Partner, the interest of the deceased General Partner in the Partnership will 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, will 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 14.2 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 will not have the effect of terminating or dissolving this Partnership. Upon the death of a Limited Partner, his or her estate, devisee and heirs may succeed to his interests and will 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 beneficiary (the "Distributees"), the Distributees will, 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 will be responsible for collecting, receiving and making all payments and contributions required hereunder, will vote all interests of the Distributees, and will perform all other obligations of such Distributees performable by reason of or arising from their interests. Such payments will 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 will 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 17.2, will 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 will 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.

- 17.3 Although a Limited Partner may assign his rights to Profits, Losses, and Net Cash Distributions 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 will 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 will be charged to the Limited Partner transferring his interests.
- 17.4 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 so that the transferee receives all allocations as of the first day of the calendar quarter in which the transfer takes place.
- 17.5 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 will be filed with the Partnership's Income Tax Return for the first taxable year in which the election applies.
- 17.6 Notwithstanding anything set forth above in this Section 17, no sale or exchange of all or a part of an interest in this Partnership will 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.
18. Admission of Additional Limited Partners: The General Partners may not admit to the Partnership additional Limited Partners contributing more capital than contemplated by these Articles of Limited Partnership without the consent of Limited Partners holding a majority of the outstanding Units.
19. Representations and Warranties by Limited Partners: Each Limited Partner hereby represents and warrants to the Partnership and the General Partners as follows:

- 19.1 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.
- 19.2 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 neither a ready public market nor is one anticipated to develop for such interest and that it may not be possible to readily liquidate his investment in the Partnership.
- 19.3 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.
- 19.4 Although it is expected that he will presently qualify for certain tax benefits offered by the Internal Revenue Code and amendments thereto, now in effect, he recognizes that because of the principal asset and business of the Partnership, 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.
- 19.5 He has made a careful investigation of the materials (particularly the Offering Document and these Articles of Limited Partnership) 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.
- 19.6 Securities Law Compliance. The Limited Partners hereby acknowledge that the offering of Limited Partnership Units will not be registered under the Securities Act of 1933 and is being made in reliance upon the availability of an exemption from that Act. The exemption claimed is the "private offering" exemption pursuant to Section 4(2) of the Securities Act of 1933 and Rule 146 promulgated thereunder.

Each Limited Partner, therefore, represents and warrants that he has read and understands the "Investor Suitability Standards" section of the Private Placement Memorandum of ROCKWOOD LAUREL PARK OREG. LTD. dated April 15, 1982. Each Limited Partner also represents and warrants that:

- a. He can bear a total loss of his investment in the Partnership, as well as the adverse tax consequences of recapture of tax deductions;
- b. He anticipates that in 1982 through 1985 at least some of his income will be subject to Federal income tax at the rate of 40% (46% for corporations);

- c. He has a net worth (exclusive of home, furnishings and automobiles) of at least \$100,000 or a net worth of at least \$250,000 exclusive of home, automobile and furnishings in which case he may disregard the requirement of subpart (b) above;
- d. He and his offerree representative (if any) have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the investment in the Partnership;
- e. His participation in programs that offer tax incentives is reasonable in relation to his income and net worth;
- f. He is acquiring the Partnership interest for long-term investment and not with a view toward resale, fractionalization, division or distribution thereof;
- g. He has received and read a copy of the Private Placement Memorandum, has relied solely and completely on the Memorandum in making his decision to purchase Limited Partnership Units in the Partnership and has not relied on any representations not contained in the Private Placement Memorandum in making his investment decision; and
- h. He has read, understands, and has completed and executed the Partnership Subscription Agreement and the Partnership Offerree Representative's Questionnaire (if applicable).

The General Partners may reject the application of any prospective investor who fails to comply with any of the provisions of this Article or for any other reason.

20. Amendments:

20.1 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 will 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 will 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 will become effective upon the receipt of the affirmative vote of Limited Partners holding a majority of the outstanding Units. The General Partners will seek the written vote of the Limited Partners on the proposed amendment by return mail following the submission, or will call a meeting to discuss the proposed amendment. Such amendment will be adopted or rejected at the meeting by the affirmative vote required above. Limited Partners may vote in person or by proxy at any such meeting. Notwithstanding the above, no amendment shall:

- a. Modify the liability of either the General Partners or the Limited Partners;

- b. Terminate the Partnership except as provided in this Agreement; and
 - c. In any way modify the obligations of the Partnership under the Loan.
- 20.2 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.
21. Power of Attorney:
- 21.1 Each Limited Partner, by becoming a Limited Partner, constitutes and appoints the General Partners with full power of substitution his true and lawful attorneys for him and in his name, place and stead and for his use and benefits of said Limited Partner, to execute, sign, acknowledge, file, swear to, verify, deliver, record and publish:
 - 21.1.1 The original Articles of Limited Partnership and all amendments thereto required by law or any other regulatory agency with lawful jurisdiction, or these Articles;
 - 21.1.2 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.
 - 21.2 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 will 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.
 - 21.3 The power hereby conferred will continue from the date of the subscription of the Limited Partner until said Limited Partner will cease to be a Limited Partner, or notifies the General Partners in writing as set forth in Section 22.2 that this power of attorney is revoked. If revoked, the Limited Partners will sign legally required amended articles immediately upon presentment by the General Partners.
 - 21.4 The Certificate of Limited Partnership and all amendments thereto;
 - 21.5 Any other instrument which may be required to be filed by the Partnership under the laws of any state or any governmental agency; any instrument including mortgages, trust deeds, promissory notes, security agreements, required by any lender to this Partnership; or other instruments which the General Partners deem it advisable to file;
 - 21.6 Any loan documents including but not limited to notes, mortgages, trust deeds, or security agreements relating to borrowing of the Partnership; and
 - 21.7 Any documents which may be required to effect the continuation of the Partnership, the admission or substitution of a Limited Partner, or the

dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of the Articles.

21.8 The foregoing grant of authority:

- a. Is a Special Power of Attorney coupled with an interest, is irrevocable and will survive the death or incapacity of the undersigned;
- b. May be exercised by the General Partners for each Limited Partner by the single signature of any General Partner or by listing all of the Limited Partners executing any instrument with the single signature of a General Partner as attorney-in-fact for all of them; and
- c. Will survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest.

This Special Power of Attorney neither supersedes any part of the Articles, nor is it to be used to deprive the undersigned Limited Partner of any of his rights. It is intended only to provide a simplified system for execution of documents.

22. Miscellaneous:

- 22.1 This Agreement will be binding upon and inure to the benefit of all of the parties and their estates, heirs, legatees, successors and assigns.
- 22.2 All notices provided for by the Articles shall be directed to the parties at the addresses herein set forth and to the Partnership at its principal office by certified mail, or to such other address as will be notified to the Partnership in writing.
- 22.3 Any dispute under or concerning the Articles will, 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 will recover from the other party his reasonable attorney's fees and related expenses as approved by the arbitrator or court.
- 22.4 This Agreement and the right of the parties hereunder will be interpreted in accordance with the laws of the State of Oregon.
- 22.5 This Agreement may be executed in several counterparts and all, thus executed, will constitute one agreement binding on all the parties, whether or not all the parties are signatory to the same counterpart.
- 22.6 The headings of the Sections of these Articles are inserted for convenience only and will not be deemed to be a part of this Agreement.
- 22.7 In the event that any provision of these Articles will be held to be invalid or unenforceable, the same will not affect in any respect whatsoever the

validity of the remainder of this Agreement or of such provisions under different circumstances.

- 22.8 Each of the parties will execute, acknowledge and deliver instruments necessary to carry out the purposes of the Articles, and to sign any amendment to the Articles 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 will 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 he is acting.
- 22.9 This Agreement represents 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.
- 22.10 The Partners agree that the Partnership properties 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.
- 22.11 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 will: (a) 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; (b) 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; (c) 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 (d) 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.
- 22.12 No person dealing with the General Partners will 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 will 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 will have received written notice from the Partnership affecting the same.

22.13 If a Limited Partner will fail to pay any installment within the period stated in the promissory note, the General Partners will make a bona fide effort to find a buyer for the portion of the defaulting Limited Partner's Interest such as will allow the defaulting Limited Partner to retain an Interest in the Partnership equal to 50% of the cash amount paid to the date of default by the defaulting Limited Partner, less any distributions made in connection with such Interest. This will in no way obligate the General Partners to effect such a sale, but only to make a good faith effort to do so. If such a sale cannot be accomplished within thirty (30) days from the date of default, the General Partners will have no further obligation in this regard, and the defaulting Limited Partner shall retain an interest in the Partnership equal to 50% of the cash amount paid to the date of default less any distributions made as of such date in connection therewith. If such interest is not subsequently purchased, it will revert to the Partnership. Notwithstanding the foregoing, the defaulting Limited Partner's obligation to make further payment of his capital contribution to the Partnership will not be extinguished by the existence of such optional remedy, or by the exercise thereof, except to the extent such further payments of said capital contribution actually had been funded by such defaulting Limited Partner's successor or successors in interest.

22.14 Until the first subscription of a Unit of Limited Partnership as described in these Articles and the Offering Memorandum for this Partnership, the profits, losses, and cash available for distribution shall be allocated among the General Partners and original Limited Partner. The excess of such profits, losses and cash available for distribution which are not allocated to the original Limited Partner (who is to receive .01% of the amounts to be allocated to the Limited Partners as described herein) shall be allocated to the General Partners.

DATED AND EXECUTED: December 30, 1982

We, the undersigned, declare under the penalties of perjury that we have examined this Amended and Restated 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:


J. M. Miller, as an individual

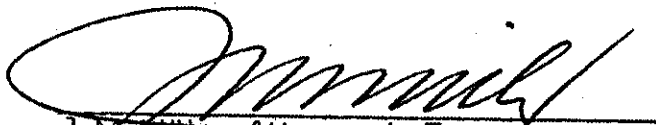
161 High Street S.E.
P.O. Box 230
Salem, Oregon 97308

100%, divided among
the General Part-
ners as they agree by
separate agreement.


Mark E. Miller, as an individual

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

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

Legal Description

ROCKWOOD LAUREL PARK OREG. LTD.

Exhibit A

Real Property situated in the County of Twin Falls, State of Idaho, to wit:

PARCEL 1

A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 10 Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, particularly described as follows:

Commencing at the Southwest corner of said SE 1/4 SW 1/4 being the intersection of Addison Avenue East and Locust Street;

Thence running South 89° 53' 00" East along the Southerly boundary of the SE 1/4 SW 1/4 679.5 feet;

Thence North 00° 10' 5" West along a line parallel to the centerline of Maurice Street for 180.0 feet;

Thence South 89° 53' 00" East for 12.1 feet to a point that lies 30.0 feet Easterly from the centerline of Maurice Street and being the REAL POINT OF BEGINNING;

Thence running South 89° 53' 00" East along a line parallel to and 180.0 feet from the Southerly boundary of said SE 1/4 SW 1/4 for 316.30 feet, more or less, to the Westerly boundary of Sycamore Street;

Thence North 00° 09' 22" West along said Westerly boundary for 114.60 feet;

Thence North 89° 53' 39" West for 316.32 feet;

Thence South 00° 10' 05" East for 114.54 feet to the REAL POINT OF THE BEGINNING.

PARCEL 2

A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 10 South, Range 17 East, of the Boise Meridian, Twin Falls County, Idaho, and more particularly as follows:

Commencing at the Southwest corner of said SE 1/4 SW 1/4 being the intersection of Addison Avenue East and Locust Street;

Thence running South 89° 53' East along the Southerly boundary of SE 1/4 SW 1/4 for 679.5 feet;

Thence North 00° 10' 05" West along a line parallel to the centerline of Maurice Street for 294.54 feet;

Thence South 89° 53' East for 12.1 feet to a point that lies 30.0 feet Easterly from the centerline of Maurice Street and being the REAL POINT OF BEGINNING;

Thence running South 89° 53' 39" East for 316.32 feet, more or less, to the Westerly boundary of Sycamore Street;

Thence North 00° 09' 22" West along said Westerly boundary for 114.60 feet;

Thence North 89° 54' 17" West for 316.35 feet;

Thence South 00° 10' 05" East for 114.54 feet to the REAL POINT OF BEGINNING.

PARCEL 3

A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 10 South, Range 17 East, of the Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows:

Commencing at the Southwest corner of said SE 1/4 SW 1/4 being the intersection of Addison Avenue East and Locust Street;

Thence running South 89° 53' East along the Southerly boundary of the SE 1/4 SW 1/4 for 679.5 feet;

Thence North 00° 10' 05" West, along a line parallel to the center line of Maurice Street for 409.08 feet;

Thence South 89° 53' East for 12.1 feet to a point that lies 30.0 feet Easterly from the centerline of Maurice Street and being the REAL POINT OF BEGINNING;

Thence running South 89° 54' 17" East for 158.18 feet;

Thence North 00° 09' 43" West for 229.14 feet, more or less, to a point on the Southerly right-of-way boundary of Shoup Avenue;

Thence North 89° 55' 35" West along said Southerly boundary 158.19 feet;

Thence South 00° 10' 05" East for 229.08 feet, more or less, to the the REAL POINT OF BEGINNING.

PARCEL 4

A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 10 South, Range 17 East, of the Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows:

Commencing at the Southwest corner of the said SE 1/4 SW 1/4 being the intersection of Addison Avenue East and Locust Street;

Thence running South 89° 53' East along the Southerly boundary of the SE 1/4 SW 1/4 for 679.5 feet;

Thence North $00^{\circ} 10' 05''$ West along a line parallel to the center line of Maurice Street for 409.08 feet;

Thence South $89^{\circ} 53'$ East for 12.1 feet to a point that lies 30.0 feet Easterly from the centerline of Maurice Street;

Thence running South $89^{\circ} 54' 17''$ East for 158.18 feet to the REAL POINT OF BEGINNING;

Thence South $89^{\circ} 54' 17''$ East for 158.17 feet, more or less, to a point on the Westerly boundary of Sycamore Street;

Thence North $00^{\circ} 09' 22''$ West for 229.20 feet, more or less, to a point on the Southerly boundary of Shoup Avenue;

Thence North $89^{\circ} 55' 35''$ West for 158.20 feet;

Thence South $00^{\circ} 09' 43''$ East for 229.14 feet, more or less, to the REAL POINT OF BEGINNING.

SCHEDULE A

<u>Limited Partners</u>	<u>Units</u>	<u>Dollars Amount</u>
Eugene M. Brown 215 E. Hawaii Nampa, Idaho 83651	1	\$ 22,400
Charles S. Campbell 3391 Country Club Dr. S. Salem, Oregon 97302	1	\$ 22,400
Paul J. Carr Dorothy P. Carr 2215 Ladd Avenue N.E. Salem, Oregon 97301	1	\$ 22,400
Kuo-Chian Chang Helen Su-Lien Chang 17451 S.W. Rivendell Drive Tigard, Oregon 97223	1	\$ 22,400
Frances L. Coldwell 14504 N.E. Rose Parkway Portland, Oregon 97230	1	\$ 22,400
Robert E. Craven 18 Independence Lake Oswego, Oregon 97034	1	\$ 22,400
Daniel M. Devine Route 2, Box 437A Warrenton, Oregon 97146	1	\$ 22,400
Larry R. Eidemiller 5051 S.W. Downs View Court Portland, Oregon 97221	2	\$ 44,800
George D. Frank 6575 S.W. Dale Beaverton, Oregon 97005	1	\$ 22,400
Jack H. Greene Danne' M. Greene 13070 Santa Anita Beaverton, Oregon 97005	2	\$ 44,800
Harold Heins Roberta R. Heins Route 5 Rupert, Idaho 83350	1	\$ 22,400

Limited Partners

	<u>Units</u>	<u>Dollars Amount</u>
James F. Henriot 812C - 30th Street N.W. Gig Harbor, Washington 98335	1	\$ 22,400
George A. Hume Julia G. Hume 18631 Eunice Place Tustin, California 92680	1	\$ 22,400
Robert B. Ironside Joyce E. Ironside 6019 S.W. Woods Court Portland, Oregon 97221	1	\$ 22,400
Paul W. LaCroix Frances F. LaCroix 725 Rim View Drive Twin Falls, Idaho 83301	1	\$ 22,400
Howard L. McKee 2828 S.W. Fairview Blvd. Portland, Oregon 97201	1	\$ 22,400
Dean Meadows P.O. Box 276 American Falls, Idaho 83211	1	\$ 22,400
Jay Keith Ormond Box 2071 Idaho Falls, Idaho 83401	1	\$ 22,400
H. Eugene Quinn Danette R. Quinn 1649 South Geiger Tacoma, Washington 98465	1	\$ 22,400
Douglas B. Ruecker Lisa C. Ruecker 11002 N.W. 28th Court Vancouver, Washington 98665	1	\$ 22,400
Jim Schlauch 7515 S.W. Spruce Portland, Oregon 97223	1	\$ 22,400
David H. Sowle Joy J. Sowle 3633 Myrla Court South Salem, Oregon 97302	1	\$ 22,400

Limited PartnersUnitsDollars Amount

David Spigal
Ruth Osiel Spigal
14545 N.W. Perimeter Drive
Beaverton, Oregon 97006

1

\$ 22,400

Derek P. Stables
Anita E. Stables
4230 La Paloma Drive
Tucson, Arizona 85718

1

\$ 22,400

Charlene Ann Wall
1548 Madras S.E.
Salem, Oregon 97306

1

\$ 22,400

Ben H. Wight
Patricia A. Wight
2007 Louisiana Drive
Nampa, Idaho 83651

1

\$ 22,400

Charles A. Woodstock
3196 N.W. Greenbrier Place
Corvallis, Oregon 97330

2

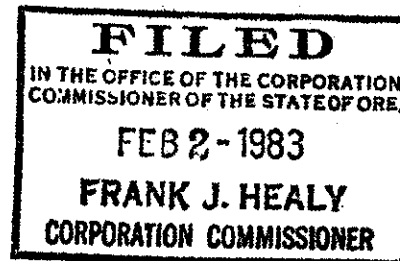
\$ 44,800

Total

30

\$672,000

LP2941
FILE NO. AMENDED AND RESTATED
ARTICLES OF LIMITED PARTNERSHIP
OF
ROCKWOOD LAUREL PARK 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 meaning:

1.1 Partnership Name: Rockwood Laurel Park Oreg. Ltd.

1.2 Power of Attorney Granted in Section Number: 21

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.

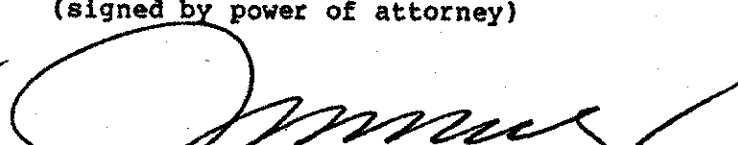
DATED AND EXECUTED this 27th day of January, 1983.


GENERAL PARTNERS:


LIMITED PARTNERS:

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


J. M. Miller


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


Mark E. Miller


Mark E. Miller
(Attorney-in-Fact)

State of Oregon)
) ss
County of Marion)

Personally appeared the above-named J. M. Miller and Mark E. Miller, as General Partners of Rockwood Laurel Park Oreg. Ltd., and as Attorneys-in-Fact for the Limited Partners in such Partnership, known to be the individuals who appeared herein and acknowledged the foregoing instrument to be their voluntary act and deed.

Marilyn J. Drapp
Notary Public of Oregon
My Commission Expires: 6-13-83

I, Ardis Whittaker, being first duly sworn, am the withdrawing Limited Partner as described in the above Amended and Restated Articles of Limited Partners. The foregoing is true to the best of my knowledge and belief.

Ardis Whittaker
Ardis Whittaker
Withdrawing Limited Partner

State of Oregon)
) ss
County of Marion)

Personally appeared the above-named, Ardis Whittaker, and acknowledged the foregoing instrument to be her voluntary act and deed.

Marilyn J. Drapp
Notary Public of Oregon
My Commission Expires: 6-13-83

SCHEDULE A

<u>Limited Partners</u>	<u>Units</u>	<u>Dollars Amount</u>
Eugene M. Brown 215 E. Hawaii Nampa, Idaho 83651	1	\$ 22,400
Charles S. Campbell 3391 Country Club Dr. S. Salem, Oregon 97302	1	\$ 22,400
Paul J. Carr Dorothy P. Carr 2215 Ladd Avenue N.E. Salem, Oregon 97301	1	\$ 22,400
Kuo-Chian Chang Helen Su-Lien Chang 17451 S.W. Rivendell Drive Tigard, Oregon 97223	1	\$ 22,400
Frances L. Coldwell 14504 N.E. Rose Parkway Portland, Oregon 97230	1	\$ 22,400
Robert E. Craven 18 Independence Lake Oswego, Oregon 97034	1	\$ 22,400
Daniel M. Devine Route 2, Box 437A Warrenton, Oregon 97146	1	\$ 22,400
Larry R. Eidemiller 5051 S.W. Downs View Court Portland, Oregon 97221	2	\$ 44,800
George D. Frank 6575 S.W. Dale Beaverton, Oregon 97005	1	\$ 22,400
Jack H. Greene Danne' M. Greene 13070 Santa Anita Beaverton, Oregon 97005	2	\$ 44,800
Harold Heins Roberta R. Heins Route 5 Rupert, Idaho 83350	1	\$ 22,400

<u>Limited Partners</u>	<u>Units</u>	<u>Dollars Amount</u>
James F. Henriot 812C - 30th Street N.W. Gig Harbor, Washington 98335	1	\$ 22,400
George A. Hume Julia G. Hume 18631 Eunice Place Tustin, California 92680	1	\$ 22,400
Robert B. Ironside Joyce E. Ironside 6019 S.W. Woods Court Portland, Oregon 97221	1	\$ 22,400
Paul W. LaCroix Frances F. LaCroix 725 Rim View Drive Twin Falls, Idaho 83301	1	\$ 22,400
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Charles A. Woodstock
3196 N.W. Greenbrier Place
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Total

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\$672,000

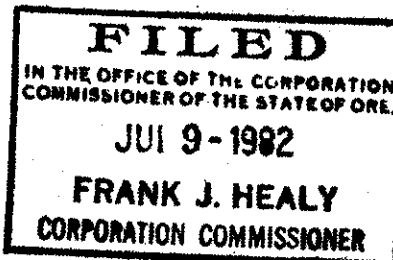


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 ROCKWOOD LAUREL PARK OREG. LTD.
 AMENDED AND RESTATED
 ARTICLES OF LIMITED PARTNERSHIP

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AMENDED AND RESTATED
CERTIFICATE OF
ARTICLES OF LIMITED PARTNERSHIP
OF
ROCKWOOD LAUREL PARK OREG. LTD.

GENERAL PARTNERS: J. M. MILLER, an individual
and MARK E. MILLER, an individual,
161 High Street S.E., Salem, Oregon 97308

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: ROCKWOOD LAUREL PARK OREG. LTD.
 - 1.2 Project Address: 176 Maurice Street North, Twin Falls, Idaho 83301
 - 1.3 Number of Apartment Units: 64
 - 1.4 A Nonrecourse Wrap Around Trust Deed in the amount of \$1,170,000 (the "Loan")

Recourse Loan Liability of the Limited Partners: None
 - 1.5 Cash Capital Contributions:

General Partners:	\$6,788
Limited Partners:	\$672,000

Summary of General and Limited Partners' Interests:

		General Ptnrs. %:	Limited Ptnrs. %:
1.5.1	Net Operating Profits and Losses:	5%	95%
	Annual Net Cash Distributions From Operations until cumulative annual distributions of \$1,344 have been distributed to the Limited Partners for each Unit (the annual amount will be prorated if the Unit is owned for less than one year):	5%	95%
	And surplus Annual Net Cash Distributions from operations annually:	30%	70%
	Residue from Capital Transactions until each Limited Partner has recovered his Total Cash Contribution as stated in Section 1.5 in the aggregate:	1%	99%
	Thereafter, until each Limited Partner has recovered a cumulative distribution of \$1,344 per Unit from the date of subscription (the annual amount will be prorated if the Unit is owned for less than one year), less any prior distributed cash:	5%	95%
	And any Residue remaining will be distributed:	30%	70%
1.5.2	After effect has been given to the distribution of cash on dissolution, all taxable gain from residual transactions will be allocated ratably to all Partners as necessary to raise their debit capital accounts to zero. The remaining taxable gain will be distributed:	30%	70%
	Losses from residual transactions will be allocated:	5%	95%
1.5.3	Net Cash Distributions from Operations if realized during any year, but not paid to either the Limited or General Partners, will be cumulative, noncompounded, be paid first from funds available for that purpose, prior to any payment of capital contributions on dissolution, but following payment of all debts of the Partnership. Whenever paid, it will be paid to the Partners in the ratio stated in 1.5.1, (see Section 8.1).		

- 1.6 Number of Units of Participating Interest: 30
Cash Contribution Per Unit: \$22,400, minimum purchase is 1 Unit, except as permitted in Section 6.3
Approximate Percentage of Interest in the Limited Partnership Interests per Unit: 3.33%
- 1.7 Compensation to General Partners or affiliates. The General Partners or affiliates will be paid:
- 1.7.1 A General Partners' Salary for services rendered during 1982 of 27% of gross income, with a maximum of \$23,063.
- 1.7.2 A Property Management Fee of 6% of the monthly Partnership income and as provided by a voluntary contract between Rockwood Development Corporation and the Partnership (subject to the limitations of Section 7.2).
- 1.7.3 An Initial Partnership Management Fee payable in 1982 in the amount of 20% of gross income, with a maximum of \$17,298.
- 1.7.4 A Limited No Negative Cash Flow Guarantee Fee payable in 1982 in the amount of \$17,297.
- 1.7.5 An Underwriting Commission payable to Rockwood Securities Corporation in the amount of \$31,046.
2. Formation: The parties hereto do hereby form a Limited Partnership pursuant to the Uniform Limited Partnership Act of Oregon ("OULPA"), 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 is 161 High Street S.E., P.O. Box 230, Salem, Oregon 97308, (503) 364-5500, or wherever else the General Partners designate. The name of the initial registered agent at such address is Mark E. 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 arises out of the conduct of the Partnership affairs and 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 certain real property and improvements thereon (the "Project") located where stated in Section 1.2, and as more fully described on Exhibit "A", attached hereto incorporated by this reference made a part hereof.
- 4.2 To own the Project together with a wrap around trust deed provided by the seller as stated in Section 1.4 (the "Loan").

- 4.3 To mortgage, sell, transfer and exchange or otherwise convey and encumber the Project in furtherance of the business of the Partnership.
 - 4.4 To enter into, perform and carry out contracts of any kind necessary to, or in connection with or incidental to the accomplishment of the development and operation of the Project.
 - 4.5 To execute a wrap around trust deed in order to obtain the loan stated in Section 1.4 (the "Loan") and such other documents required to obtain such Loan.
 - 4.6 To rent the Project from time to time, in accordance with applicable Federal, State, and local regulations, collecting the income therefrom, paying the expenses incurred in connection with the Project, and distributing the net proceeds, except as provided herein, to the General Partners and Limited Partners.
5. Term: The Partnership commenced on the date the Articles of Limited Partnership were filed with the Oregon Corporation Commissioner and will continue for fifteen (15) years unless earlier dissolved by any one of the events set out in Section 14. The death of a Limited Partner will not dissolve the Partnership or terminate the Partnership business.
6. Capital Contributions: The following capital contributions will be made:
- 6.1 The General Partners will make a capital contribution as stated in 1.5 to the Partnership and will provide services as stated herein for agreed fees and salary. The aggregate capital contributions of the General Partners will at all times equal or exceed one percent (1%) of the aggregate capital contributions of the Limited Partners.
 - 6.2 The persons who execute these Articles as Limited Partners will 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 as stated in Section 1.6, each Unit representing the Limited Partners' interest in the operating net profits, losses and net cash distributions of the Partnership, as defined in Section 8, and on dissolution of the Partnership Property as defined in Section 14, subject to taxable allocations as defined in Section 16.
 - 6.3 These Units of Limited Partnership and the rights represented thereby are hereafter called "Units". The percentage of interest in the Units of the Partnership, as herein defined, of each Limited Partner will 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 1.6. The Limited Partners will make their cash contributions to the Partnership as stated on their individually executed Subscription Agreement. Fractional Units may be sold by the General Partners and may be owned as such by Limited Partners.
 - 6.4 The Partnership will be responsible for providing equity requirements and working capital as required, but the General Partners will not be so

responsible, although they will exercise their best efforts to provide any shortage not funded by capital subscriptions. The Limited Partners will have no liability to provide funds in addition to their original subscription to construct or otherwise operate the Project.

7. Compensation for Services: The following compensation will be payable for services rendered to the Partnership, and fees stated in Sections 7.1, 7.3, 7.4, and 7.5 will be paid only from those funds contributed to the Partnership by the Limited Partners and will not be paid from Loan proceeds or operating income.

7.1 The General Partners, as a payment for services rendered during 1982, including but not limited to, the following: (a) preparation and submission of all periodic operating reports required during 1982 by Oregon Corporation Commissioner and Oregon Department of Regulatory Agencies and NASD and SEC, if applicable; (b) selection and on-going performance review of property management firm during 1982, including all procedures and all governmental regulations having jurisdiction over the partnership and/or its projects; and (c) developing during 1982 adequate Partnership records, shall receive a salary from the Partnership as stated in Section 1.7.1.

7.2 Rockwood Development Corporation, an affiliate of the General Partners, will be paid a Property Management Fee for the Project in the amount stated in Section 1.7.2 unless a different fee is approved from time to time. Such fee will be paid monthly. In the event the Partnership retains third parties to perform a portion or all of the services set forth below, the Partnership will be solely responsible for any fees charged by such persons.

7.3 Rockwood Development Corporation, an affiliate of the General Partners, will receive that Initial Partnership Management Fee stated in Section 1.7.3, which will consist of compensation for, including but not limited to, the following services rendered during 1982: (a) coordination of transfers of Limited Partnership Units during 1982, if any, (b) correspondence with Limited Partners; (c) preparation and submission of profit and loss and cash flow projections for 1982 to Limited Partners; (d) interviews and selection of auditing firm for the Partnership for 1982; and (e) review of completed 1982 audit and tax return with Limited Partners and their legal and accounting counsel.

7.4 Rockwood Development Corporation, an affiliate of the General Partners, agrees to loan to the Partnership up to \$500,000 during 1982 only to meet its operating obligations after the Partnership has expended its budgeted working capital of \$30,065. Such loans will bear interest at the rate of 1% greater than the borrowing rate of Rockwood Development Corporation but will not exceed 3% more than the prime rate of the First Interstate Bank of Oregon and will be repaid as provided in Section 15.1.3. In exchange for agreeing to provide the Partnership funds as outlined in this Section 7.4, Rockwood Development Corporation will receive a Limited No Negative Cash Flow Guarantee Fee as stated in 1.7.4.

7.5 Rockwood Securities Corporation will receive an Underwriting Commission equal to \$31,046.

- 7.6 If the General Partners, or one of them, provide services for the Partnership as provided in Sections 10.1 and 10.2, such General Partners may receive allowable fees or income for such services.
- 7.7 Should a General Partner be expelled from the Partnership, such General Partner shall be entitled to interest on any loans made subject to the provisions of these Articles of Limited Partnership.
- 7.8 Should a General Partner be expelled from the Partnership according to provisions of Section 10.7 of these Articles of Limited Partnership, or should the Agent's Property Management Agreement be terminated if one of the General Partners or affiliates is the Managing Agent, any portion of the Property Management Fee or any other fee or commission payable according to the provisions of this Section 7 which is then accrued and due, but not yet paid, must be paid by the Partnership to the General Partners or Agent in cash within 30 days of the date of expulsion as stated in the written notice of expulsion.
8. Profits, Losses and Distribution of Available Cash from Operations:
- 8.1 Net Operating Profits and Losses and Net Cash Distributions from Operations (after payment of all fees) will be distributed to the Limited Partners (pro rata in the relationship of the number of Units held by each) and the General Partners (divided among them as they agree) as stated in Section 1.5.1. "Net Operating Profits and Losses" are defined as those reported by the Partnership's accountant on the Partnership's annual Partnership income tax information return pursuant to the cash method of accounting. "Net Cash Distributions from Operations" is the net operating profit or loss sum stated above, plus non-cash charges (depreciation and amortization), less cash requirements paid or set aside to pay the Trust Deed payable, expenses (including management fees), reserves and other liabilities pursuant to generally accepted accounting principles.
- 8.2 The Net Operating Profits and Losses and Net Cash Distributions from Operations apportioned to the Limited Partners will be reapportioned among them, pro rata, in relationship to the number of Units owned by each as compared to the total Units outstanding, even though the percentage of interest per Unit, as stated in 1.6, is exceeded.
- 8.3 From time to time, but at least annually, the General Partners will distribute the available Net Cash Available for Distribution to the General and Limited Partners entitled thereto, part or all of which may be a return on or of the Partners' initial investment. Nothing contained herein, however, will prohibit the General Partners from distributing any excess working capital 100% to the Limited Partners. Such distributions will be at the total discretion of the General Partners.
- 8.4 No Partner will receive any interest on his contribution to the capital of the Partnership or have any priority of any kind over any other Limited Partner (except interest earned by the Escrow Agent during the subscription period).

- 8.5 The Partnership is responsible for the payment of all fees in connection with this Partnership as expenses of the Partnership. Reimbursement (other than for organization and offering expenses or other fees described herein) to the General Partners or their Affiliates will not be made, except for reimbursement of the actual cost to the General Partners or their Affiliates of goods and materials used for or by the Partnership or for services otherwise provided for herein.
9. Advances from General Partners: The General Partners may advance funds to pay costs incurred in connection with the acquisition of the buildings to the extent cash is not available from the activities of the Partnership, including rentals, capital contributions, and proceeds resulting from an increase in the Loan. The General Partners may make advances or loans to the Partnership to pay its operating costs. For all such advances the General Partners will receive a promissory note or notes, payable from the first funds available from operating revenue, said notes to bear interest at a rate 1% per annum more than that payable by the General Partners to their lending bank and such notes will be payable prior to the payment of Cash Distributions to the Partners.
10. Powers, Duties and Responsibilities of the General Partners:
- 10.1 The General Partners are responsible for the supervision, operation and maintenance of the Partnership business, property, and its accounting records.
- 10.2 The General Partners may manage the Project, or they may appoint a managing agent, and the Limited Partners hereby consent to the employment of whatever managing agent the General Partners may engage, notwithstanding the fact that any party hereto may have an interest therein. The management fee will be an expense of the Partnership. It will be permissible to employ one or more of the General Partners as managers or to engage an agency in which one or more of the General Partners has an interest.
- 10.3 Nothing contained herein, however, will prevent any of the Partners, General or Limited, from continued engagement in real estate activities other than this Partnership, and no parties herein will have any interest in such other activities by virtue of this Partnership.
- 10.4 Without limitation of any power that may be conferred upon them by law, the General Partners may engage in activities as hereinafter outlined.
- 10.4.1 The General Partners have exclusive authority to manage the operations and affairs of the Partnership and to make all decisions regarding the business of the Partnership. Pursuant to the foregoing, it is understood and agreed that the General Partners have all of the rights and powers of a General Partner contemplated by the OULPA and as otherwise provided by law, and any action taken by the General Partners constitutes the act of and serve to bind the Partnership.

10.4.2

The General Partners are hereby granted the right, power and authority to do on behalf of the Partnership all things which, in their sole judgment, are necessary, proper or desirable to carry out their duties and responsibilities, including but not limited to the right, power and authority to compromise, submit to arbitration, sue or defend all claims in favor of or against the Partnership; to make and revoke any election permitted the Partnership by any taxing authority; to incur all reasonable expenditures; to employ and dismiss from employment any and all employees, agents, independent contractors, real estate managers, brokers, attorneys and accountants; to rent or lease all or any portion of any property for any purpose and without limit as to the term thereof, whether or not such term (including renewal terms) extends beyond the date of the termination of the Partnership and whether or not the portion so rented or leased is to be occupied by the lessee or, in turn, subleased in whole or in part to others; to create, by grant or otherwise, easements and servitudes; do all acts they deem necessary or appropriate for the protection and preservation of the Partnership's assets; carrying at the expense of the Partnership such as insurance coverage for public liability and all other insurance necessary or appropriate to the business of the Partnership in such amounts and in types as they determine from time to time; to borrow money and as security therefor to contract or mortgage all or any part of any property; to construct, alter, improve, repair, raze, replace or rebuild any property; to obtain replacements of any mortgage or mortgages related in any way to the property owned by the Partnership, and to prepay in whole or in part, refinance, recast, modify, consolidate or extend any mortgages affecting any such property; to do any and all of the foregoing at such price, rental or amount, for cash, securities or other property and upon such terms as the General Partners deem proper (provided, however, that in connection with the borrowing of money, recourse for the repayment of which is limited solely to Partnership property, no lender will be granted or acquire, at any time as a result of making such a loan, any direct or indirect interest in the profits, capital or property of the Partnership other than as a secured creditor); to place record title to any property in its name or in the name of a nominee or a trustee for the purpose of mortgage financing or any other convenience or benefit of the Partnership; and to execute, acknowledge and deliver any and all instruments to effectuate any and all of the foregoing.

10.4.3

The General Partners will have the right, power and authority to lease, sell, exchange, refinance or grant an option for the sale of all or any portion of the real and personal property of the Partnership, at such rental, price or amount, for cash, securities or other property and upon such other terms as the General Partners in their sole discretion deem proper; provided, that the sale or other disposition of any of the Partnership's assets (except for the sale or other disposition of the final property remaining as a result of sales of properties in the ordinary course of business) will require the approval of Limited Partners holding a majority of the then outstanding Interests.

10.4.4 The General Partners will devote such time to the Partnership business as, in their sole discretion, they deem to be necessary to manage and supervise the Partnership business and affairs; but nothing in these Articles of Limited Partnership shall preclude the employment, at the expense of the Partnership, of any agent or third party to manage or provide other services in respect of the Partnership property subject to the control of the General Partners.

10.4.5 The General Partners shall not be required to manage the Partnership as their sole and exclusive functions and they may have other business interests and may engage in other activities in addition to those relating to the Partnership, including the rendering of advice or services of any kind to other investors and the making or management of other investments. Neither the Partnership nor any Partner will have any right by virtue of these Articles of Limited Partnership or the partnership relationship created hereby in or to such other ventures or activities or to the income or proceeds derived therefrom and the pursuit of such ventures, even if competitive with the business of the Partnership, shall be deemed wrongful or improper. The General Partners are not obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership and each of them will have the right to take it for their own account (individually or as a trustee) or to recommend to others any such particular investment opportunity.

10.4.6 No General Partner will be accountable to the Partnership for any investment or business opportunity of which he hereafter becomes aware by reason of the affairs of the Partnership. Each Partner hereby waives any and all rights which he has now or may have in the future by reason of the doctrine of partnership opportunity.

10.5 Neither the General Partner nor any affiliate will have the authority to:

10.5.1 Enter into contracts with the Partnership which would bind the Partnership after the expulsion, adjudication of bankruptcy or insolvency, dissolution or other cessation to exist of the General Partner, or to continue the business with Partnership assets after the occurrence of such event;

10.5.2 Sell substantially all of the assets of the Partnership in a single sale, or in multiple sales in the same 12-month period, except in the orderly liquidation and winding up of the business of the Partnership upon its termination and dissolution;

10.5.3 Alter the primary purpose of the Partnership as set forth in Section 4, of the Partnership Articles of Limited Partnership;

10.5.4 Receive from the Partnership a rebate or give-up or participate in any reciprocal business arrangement which would enable it or an Affiliate to do so;

- 10.5.5 Make long-term secured loans to the Partnership and on short-term unsecured loans made to the Partnership, receive interest on other financing charges or fees in excess of those amounts which would be charged by third party financing institutions on comparable loans for the same purpose in the same geographic area, except to the extent permitted by Section 9;
- 10.5.6 Do any act in contravention of these Articles of Limited Partnership or which would make it impossible to carry on the ordinary business of the Partnership;
- 10.5.7 Possess any Partnership Property or assign the rights of the Partnership in specific Partnership Property for other than a Partnership purpose;
- 10.5.8 Admit a person as a General Partner except with the consent of the Limited Partners as provided for in these Articles of Limited Partnership;
- 10.5.9 Receive any insurance brokerage fee or write any insurance policy covering the General Partners or any of the Partnership Properties;
- 10.5.10 Employ, or permit to employ, the funds or assets of the Partnership in any manner except for the exclusive benefit of the Partnership;
- 10.5.11 Comingle the Partnership funds with those of any other person or entity;
- 10.5.12 Receive any commission or fee for the placement of mortgage loans or trust deed loans on the Partnership Property or otherwise act as a finance broker on behalf of the Partnership;
- 10.6 No Limited Partner may participate in the management of the Partnership business, except as provided by ORS 69.280.
- 10.7 The General Partners may be removed at the written request of Limited Partners holding a majority of the outstanding Units; however, such removal will not affect any of the General Partners' ownership rights in Net Cash Distributions from Operations and Residue from Capital Transactions (see Sections 8 and 15). A successor General Partner may be chosen by the Limited Partners and must be approved by the Limited Partners holding all of the outstanding Units, 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 must submit the issue of the price to be paid to binding arbitration pursuant to the rules of the American Arbitration Association and costs thereof will be paid as the arbitrators determine.

- 10.8 The General Partners hereby agree that any General Partner may act individually with full authority and power to act for the General Partners.
11. Indemnification: The Partnership, but not the Limited Partners, agrees to indemnify and save harmless the General Partners from personal loss or damage incurred by them 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, not in good faith, and willful misconduct.
12. Liability of Partners: No Limited Partner will be personally liable for the Loan or the debt secured thereby or for any other 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 will not be personally liable for the Loan or the debt secured thereby, but will be personally liable for all other debts of the Partnership.
13. Fiscal Control:
- 13.1 The fiscal year and accounting period of the Partnership will 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 complete books of account in which shall be entered the transactions of the Partnership. The General Partners will retain an accounting firm to perform the annual audit for the Partnership. Such accounting costs will be an expense of the Partnership. The Partnership books will be kept on an cash basis.
- 13.2 All of such books of account will at all times be maintained at the principal office of the Partnership. Such books will be open to inspection by any of the Partners or their accredited representatives at any reasonable time during normal business hours.
- 13.3 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 allocation will be made on a quarterly basis. Likewise, unaudited financial statements will be provided to each Partner within 45 days of the end of each quarter, except the year-end quarter. All audited statements will be prepared by the Partnership's selected accountant and the preparation of both the quarterly and annual statements will be an expense of the Partnership.
- 13.4 All elections under the Internal Revenue Code on the Federal Income Tax Returns of the Partnership may be made and determined by the General Partners. It is understood and agreed that all of the Partners now elect to report the maximum allowed form of accelerated depreciation.
- 13.5 A separate capital account will be maintained for each Partner.

- 13.6 Funds will be retained to the extent available 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.
- 13.7 All funds of the Partnership will be deposited in the Partnership name in a depository bank selected by the General Partners. Withdrawals may be made by check, draft, or other appropriate instrument signed by the General Partners or by such other persons as they may designate.
14. Dissolution of Partnership: The Partnership will be dissolved only upon the occurrence of one or more of the following events:
- 14.1 The sale of all or substantially all of the Partnership assets.
- 14.2 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. In such event, the Partnership will not be dissolved and the surviving General Partners may designate a new General Partner who must be approved by the Limited Partners holding all of the outstanding Units. In the event all General Partners are removed for any reason or because of their bankruptcy, death or incapacity, the Limited Partners holding all of the outstanding Units may elect to continue the business of the Partnership, providing the new General Partner is approved by a unanimous vote of Limited Partners, and further 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 10.7;
- 14.3 Upon the decision of the General Partners, with the consent of Limited Partners holding a majority of the outstanding Units, to dissolve the Partnership;
- 14.4 Upon destruction of all or substantially all of the Partnership property;
- 14.5 Upon unanimous consent of all of the Limited Partners to dissolve the Partnership, which consent will be executed in writing;
- 14.6 Upon expiration of the period of the Partnership;
15. Distributions Upon Dissolution, Termination, Refinancing or Other "One-time" Gains:
- 15.1 Upon any dissolution of the Partnership, the General Partners will proceed to the orderly liquidation and termination of the Partnership. The proceeds of such liquidation will be applied and distributed in the following order of priority subject to O.R.S Section 69.430:
- 15.1.1 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.

- 15.1.2 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;
- 15.1.3 To the payment of the outstanding balance on notes payable to Partners, if any, the Limited Partner's notes, if any, to be paid first;
- 15.1.4 To the payment of the Partners' capital contributions in the ratio as stated in Section 1.5.1, except as reduced by any prior distributions made pursuant to Section 15.2;
- 15.1.5 The "Residue" then remaining will be apportioned in the ratio stated in Section 1.5.1, Residue from Capital Transactions, to the General Partners (divided among them as they separately agree) and to the Limited Partners (pro rata in relationship to the number of Units held by each).

15.2 The same order of distribution will apply to the proceeds received by the Partnership from any net excess insurance proceeds and any net proceeds of mortgage 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 except the return of excess working capital, to the extent available for distribution (which will be distributed as outlined in Section 8.3).

15.3 A reasonable time will 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.

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

16. Tax Treatment of Certain Gains: Although net proceeds to the Partnership upon the sale or other disposition of property of the Partnership will be distributed as provided in Section 15 hereof, any taxable gain realized by the Partnership from such sale or distribution will be allocated among the Partners as follows:

16.1 Not only gain subject to taxation as ordinary income pursuant to Sections 1245 and 1250 of the Internal Revenue Code, providing for depreciation recapture, but also any other taxable gain until the Partners' capital accounts are brought to zero, will be distributed to the Limited Partners and the General Partners in the ratio necessary to raise their debit capital accounts to zero, (even though the cash proceeds are allocated differently as provided in Section 15). The debit capital accounts shall be determined after their distribution of cash on dissolution has been distributed.

- 16.2 All other taxable gain will be allocated to the Limited Partners and the General Partners as stated in Section 1.5.2.

17. Transfer of Partnership Interests:

- 17.1 The General Partners or affiliates will not assign, mortgage or sell their interest in the Partnership, or enter into any agreement as the result of which any person will become interested with them in the Partnership, without the prior written approval of the Limited Partners holding a majority of the outstanding Units. This provision will not prohibit the General Partners from allocating their Partnership profits among themselves or affiliates, from assigning up to 1/4th of their 30% interest in Residue from Capital Transactions to outside third parties in connection with borrowings of the Partnership, or to a 5% assignment of their residual interests to individuals licensed with Rockwood Securities Corporation.
- 17.2 Upon the death of a General Partner, the interest of the deceased General Partner in the Partnership will 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, will 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 14.2 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 will not have the effect of terminating or dissolving this Partnership. Upon the death of a Limited Partner, his or her estate, devisee and heirs may succeed to his interests and will 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 beneficiary (the "Distributees"), the Distributees will, 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 will be responsible for collecting, receiving and making all payments and contributions required hereunder, will vote all interests of the Distributees, and will perform all other obligations of such Distributees performable by reason of or arising from their interests. Such payments will 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 will 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 17.2, will 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 will 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.

- 17.3 Although a Limited Partner may assign his rights to Profits, Losses, and Net Cash Distributions 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 will 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 will be charged to the Limited Partner transferring his interests.
- 17.4 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 so that the transferee receives all allocations as of the first day of the calendar quarter in which the transfer takes place.
- 17.5 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 will be filed with the Partnership's Income Tax Return for the first taxable year in which the election applies.
- 17.6 Notwithstanding anything set forth above in this Section 17, no sale or exchange of all or a part of an interest in this Partnership will 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.
18. Admission of Additional Limited Partners: The General Partners may not admit to the Partnership additional Limited Partners contributing more capital than contemplated by these Articles of Limited Partnership without the consent of Limited Partners holding a majority of the outstanding Units.
19. Representations and Warranties by Limited Partners: Each Limited Partner hereby represents and warrants to the Partnership and the General Partners as follows:

- 19.1 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.
- 19.2 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 neither a ready public market nor is one anticipated to develop for such interest and that it may not be possible to readily liquidate his investment in the Partnership.
- 19.3 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.
- 19.4 Although it is expected that he will presently qualify for certain tax benefits offered by the Internal Revenue Code and amendments thereto, now in effect, he recognizes that because of the principal asset and business of the Partnership, 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.
- 19.5 He has made a careful investigation of the materials (particularly the Offering Document and these Articles of Limited Partnership) 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.
- 19.6 Securities Law Compliance. The Limited Partners hereby acknowledge that the offering of Limited Partnership Units will not be registered under the Securities Act of 1933 and is being made in reliance upon the availability of an exemption from that Act. The exemption claimed is the "private offering" exemption pursuant to Section 4(2) of the Securities Act of 1933 and Rule 146 promulgated thereunder.

Each Limited Partner, therefore, represents and warrants that he has read and understands the "Investor Suitability Standards" section of the Private Placement Memorandum of ROCKWOOD LAUREL PARK OREG. LTD. dated April 15, 1982. Each Limited Partner also represents and warrants that:

- a. He can bear a total loss of his investment in the Partnership, as well as the adverse tax consequences of recapture of tax deductions;
- b. He anticipates that in 1982 through 1985 at least some of his income will be subject to Federal income tax at the rate of 40% (46% for corporations);

- c. He has a net worth (exclusive of home, furnishings and automobiles) of at least \$100,000 or a net worth of at least \$250,000 exclusive of home, automobile and furnishings in which case he may disregard the requirement of subpart (b) above;
- d. He and his offerree representative (if any) have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the investment in the Partnership;
- e. His participation in programs that offer tax incentives is reasonable in relation to his income and net worth;
- f. He is acquiring the Partnership interest for long-term investment and not with a view toward resale, fractionalization, division or distribution thereof;
- g. He has received and read a copy of the Private Placement Memorandum, has relied solely and completely on the Memorandum in making his decision to purchase Limited Partnership Units in the Partnership and has not relied on any representations not contained in the Private Placement Memorandum in making his investment decision; and
- h. He has read, understands, and has completed and executed the Partnership Subscription Agreement and the Partnership Offerree Representative's Questionnaire (if applicable).

The General Partners may reject the application of any prospective investor who fails to comply with any of the provisions of this Article or for any other reason.

20. Amendments:

20.1 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 will 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 will 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 will become effective upon the receipt of the affirmative vote of Limited Partners holding a majority of the outstanding Units. The General Partners will seek the written vote of the Limited Partners on the proposed amendment by return mail following the submission, or will call a meeting to discuss the proposed amendment. Such amendment will be adopted or rejected at the meeting by the affirmative vote required above. Limited Partners may vote in person or by proxy at any such meeting. Notwithstanding the above, no amendment shall:

- a. Modify the liability of either the General Partners or the Limited Partners;

- b. Terminate the Partnership except as provided in this Agreement; and
- c. In any way modify the obligations of the Partnership under the Loan.

20.2 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.

21. Power of Attorney:

- 21.1 Each Limited Partner, by becoming a Limited Partner, constitutes and appoints the General Partners with full power of substitution his true and lawful attorneys for him and in his name, place and stead and for his use and benefits of said Limited Partner, to execute, sign, acknowledge, file, swear to, verify, deliver, record and publish:
 - 21.1.1 The original Articles of Limited Partnership and all amendments thereto required by law or any other regulatory agency with lawful jurisdiction, or these Articles;
 - 21.1.2 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.
- 21.2 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 will 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.
- 21.3 The power hereby conferred will continue from the date of the subscription of the Limited Partner until said Limited Partner will cease to be a Limited Partner, or notifies the General Partners in writing as set forth in Section 22.2 that this power of attorney is revoked. If revoked, the Limited Partners will sign legally required amended articles immediately upon presentment by the General Partners.
- 21.4 The Certificate of Limited Partnership and all amendments thereto;
- 21.5 Any other instrument which may be required to be filed by the Partnership under the laws of any state or any governmental agency; any instrument including mortgages, trust deeds, promissory notes, security agreements, required by any lender to this Partnership; or other instruments which the General Partners deem it advisable to file;
- 21.6 Any loan documents including but not limited to notes, mortgages, trust deeds, or security agreements relating to borrowing of the Partnership; and
- 21.7 Any documents which may be required to effect the continuation of the Partnership, the admission or substitution of a Limited Partner, or the

dissolution and termination of the Partnership, provided such continuation, admission, substitution or dissolution and termination are in accordance with the terms of the Articles.

21.8 The foregoing grant of authority:

- a. Is a Special Power of Attorney coupled with an interest, is irrevocable and will survive the death or incapacity of the undersigned;
- b. May be exercised by the General Partners for each Limited Partner by the single signature of any General Partner or by listing all of the Limited Partners executing any instrument with the single signature of a General Partner as attorney-in-fact for all of them; and
- c. Will survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest.

This Special Power of Attorney neither supersedes any part of the Articles, nor is it to be used to deprive the undersigned Limited Partner of any of his rights. It is intended only to provide a simplified system for execution of documents.

22. Miscellaneous:

- 22.1 This Agreement will be binding upon and inure to the benefit of all of the parties and their estates, heirs, legatees, successors and assigns.
- 22.2 All notices provided for by the Articles shall be directed to the parties at the addresses herein set forth and to the Partnership at its principal office by certified mail, or to such other address as will be notified to the Partnership in writing.
- 22.3 Any dispute under or concerning the Articles will, 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 will recover from the other party his reasonable attorney's fees and related expenses as approved by the arbitrator or court.
- 22.4 This Agreement and the right of the parties hereunder will be interpreted in accordance with the laws of the State of Oregon.
- 22.5 This Agreement may be executed in several counterparts and all, thus executed, will constitute one agreement binding on all the parties, whether or not all the parties are signatory to the same counterpart.
- 22.6 The headings of the Sections of these Articles are inserted for convenience only and will not be deemed to be a part of this Agreement.
- 22.7 In the event that any provision of these Articles will be held to be invalid or unenforceable, the same will not affect in any respect whatsoever the

validity of the remainder of this Agreement or of such provisions under different circumstances.

- 22.8 Each of the parties will execute, acknowledge and deliver instruments necessary to carry out the purposes of the Articles, and to sign any amendment to the Articles 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 will 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 he is acting.
- 22.9 This Agreement represents 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.
- 22.10 The Partners agree that the Partnership properties 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.
- 22.11 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 will: (a) 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; (b) 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; (c) 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 (d) 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.
- 22.12 No person dealing with the General Partners will 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 will 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 will have received written notice from the Partnership affecting the same.

22.13 If a Limited Partner will fail to pay any installment within the period stated in the promissory note, the General Partners will make a bona fide effort to find a buyer for the portion of the defaulting Limited Partner's Interest such as will allow the defaulting Limited Partner to retain an Interest in the Partnership equal to 50% of the cash amount paid to the date of default by the defaulting Limited Partner, less any distributions made in connection with such Interest. This will in no way obligate the General Partners to effect such a sale, but only to make a good faith effort to do so. If such a sale cannot be accomplished within thirty (30) days from the date of default, the General Partners will have no further obligation in this regard, and the defaulting Limited Partner shall retain an interest in the Partnership equal to 50% of the cash amount paid to the date of default less any distributions made as of such date in connection therewith. If such interest is not subsequently purchased, it will revert to the Partnership. Notwithstanding the foregoing, the defaulting Limited Partner's obligation to make further payment of his capital contribution to the Partnership will not be extinguished by the existence of such optional remedy, or by the exercise thereof, except to the extent such further payments of said capital contribution actually had been funded by such defaulting Limited Partner's successor or successors in interest.

22.14 Until the first subscription of a Unit of Limited Partnership as described in these Articles and the Offering Memorandum for this Partnership, the profits, losses, and cash available for distribution shall be allocated among the General Partners and original Limited Partner. The excess of such profits, losses and cash available for distribution which are not allocated to the original Limited Partner (who is to receive .01% of the amounts to be allocated to the Limited Partners as described herein) shall be allocated to the General Partners.

DATED AND EXECUTED: July 7, 1982

We, the undersigned, declare under the penalties of perjury that we have examined this Amended and Restated 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:


J.M. Miller, as an individual

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

100%, divided among
the General Part-
ners as they agree by
separate agreement.


Mark E. Miller, as an individual

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

LIMITED PARTNER:

Ardis Whittaker
Ardis Whittaker

ADDRESS:

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

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

1/100 / .01%

Legal Description

ROCKWOOD LAUREL PARK OREG. LTD.

Exhibit A

Real Property situated in the County of Twin Falls, State of Idaho, to wit:

PARCEL 1

A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of said SE 1/4 SW 1/4 being the intersection of Addison Avenue East and Locust Street;

Thence running South 89° 53' 00" East along the Southerly boundary of the SE 1/4 SW 1/4 679.5 feet;

Thence North 00° 10' 5" West along a line parallel to the centerline of Maurice Street for 180.0 feet;

Thence South 89° 53' 00" East for 12.1 feet to a point that lies 30.0 feet Easterly from the centerline of Maurice Street and being the REAL POINT OF BEGINNING;

Thence running South 89° 53' 00" East along a line parallel to and 180.0 feet from the Southerly boundary of said SE 1/4 SW 1/4 for 316.30 feet, more or less, to the Westerly boundary of Sycamore Street;

Thence North 00° 09' 22" West along said Westerly boundary for 114.60 feet;

Thence North 89° 53' 39" West for 316.32 feet;

Thence South 00° 10' 05" East for 114.54 feet to the REAL POINT OF THE BEGINNING.

PARCEL 2

A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 10 South, Range 17 East, of the Boise Meridian, Twin Falls County, Idaho, and more particularly as follows:

Commencing at the Southwest corner of said SE 1/4 SW 1/4 being the intersection of Addison Avenue East and Locust Street;

Thence running South 89° 53' East along the Southerly boundary of SE 1/4 SW 1/4 for 679.5 feet;

Thence North 00° 10' 05" West along a line parallel to the centerline of Maurice Street for 294.54 feet;

Thence South 89° 53' East for 12.1 feet to a point that lies 30.0 feet Easterly from the centerline of Maurice Street and being the REAL POINT OF BEGINNING;

Thence running South 89° 53' 39" East for 316.32 feet, more or less, to the Westerly boundary of Sycamore Street;

Thence North 00° 09' 22" West along said Westerly boundary for 114.60 feet;

Thence North 89° 54' 17" West for 316.35 feet;

Thence South 00° 10' 05" East for 114.54 feet to the REAL POINT OF BEGINNING.

PARCEL 3

A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 10 South, Range 17 East, of the Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows:

Commencing at the Southwest corner of said SE 1/4 SW 1/4 being the intersection of Addison Avenue East and Locust Street;

Thence running South 89° 53' East along the Southerly boundary of the SE 1/4 SW 1/4 for 679.5 feet;

Thence North 00° 10' 05" West, along a line parallel to the center line of Maurice Street for 409.08 feet;

Thence South 89° 53' East for 12.1 feet to a point that lies 30.0 feet Easterly from the centerline of Maurice Street and being the REAL POINT OF BEGINNING;

Thence running South 89° 54' 17" East for 158.18 feet;

Thence North 00° 09' 43" West for 229.14 feet, more or less, to a point on the Southerly right-of-way boundary of Shoup Avenue;

Thence North 89° 55' 35" West along said Southerly boundary 158.19 feet;

Thence South 00° 10' 05" East for 229.08 feet, more or less, to the the REAL POINT OF BEGINNING.

PARCEL 4

A parcel of land located in the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 10 South, Range 17 East, of the Boise Meridian, Twin Falls County, Idaho, and more particularly described as follows:

Commencing at the Southwest corner of the said SE 1/4 SW 1/4 being the intersection of Addison Avenue East and Locust Street;

Thence running South 89° 53' East along the Southerly boundary of the SE 1/4 SW 1/4 for 679.5 feet;

Thence North $00^{\circ} 10' 05''$ West along a line parallel to the center line of Maurice Street for 409.08 feet;

Thence South $89^{\circ} 53'$ East for 12.1 feet to a point that lies 30.0 feet Easterly from the centerline of Maurice Street;

Thence running South $89^{\circ} 54' 17''$ East for 158.18 feet to the REAL POINT OF BEGINNING;

Thence South $89^{\circ} 54' 17''$ East for 158.17 feet, more or less, to a point on the Westerly boundary of Sycamore Street;

Thence North $00^{\circ} 09' 22''$ West for 229.20 feet, more or less, to a point on the Southerly boundary of Shoup Avenue;

Thence North $89^{\circ} 55' 35''$ West for 158.20 feet;

Thence South $00^{\circ} 09' 43''$ East for 229.14 feet, more or less, to the REAL POINT OF BEGINNING.