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ARTICLES OF AMENDMENT
OF
SCHWEITZER OVERNITER LIMITED PARTNERSHIP

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OF
SCHWEITZER OVERNITER LIMITED PARTNERSHIP

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ARTICLES OF AMENDMENT
OF
SCHWEITZER OVERNITER LIMITED PARTNERSHIP

ROLAND L. FOWLER, the only remaining General "Partner of the Overniter" Limited Partnership, hereby, pursuant to the provisions of Section 53-209 and 53-211 of the Idaho Code, amends as follows the Certificate of Limited Partnership of the Overniter Limited Partnership which was recorded in the office of the Recorder of Bonner County, Idaho on July 19, 1972 in Book 47 of Miscellaneous, page 168.

ARTICLE 1
ORGANIZATION

Section 1.01. Formation of Limited Partnership.

This Limited Partnership is organized pursuant to the provisions of the Uniform Limited Partnership Act of the State of Idaho, and the rights and liabilities of the General and Limited Partners shall be as provided therein except as herein otherwise expressly stated.

Section 1.02. Name of Partnership.

The name of the partnership shall be the SCHWEITZER OVERNITER LIMITED PARTNERSHIP, herein after referred to as the "Partnership".

Section 1.03. Certificate of Limited Partnership, Etc.

This amended certificate of the Overniter Limited Partnership shall be duly recorded in accordance with the State of Idaho Limited Partnership Act with the Secretary of the State of Idaho, Boise, Idaho.

Section 1.04. Principal Place of Business and Resident Agent.

The principal place of business for the Partnership shall be Schweitzer Basin, Bonner County, Idaho and the Partnership shall have such other places of business as shall from time to time be determined. The mailing address of the Partnership shall be P.O. Box 11185 Parkwater Station, Spokane, Washington 99211. The Resident Agent in Idaho is Penny Mae Shephard, 560 Vedel Wood Circle, Sandpoint, Idaho 83864.

Section 1.05. Purposes of Partnership.

The Partnership is formed for the purpose of engaging in the business of constructing, owning and operating a multiple unit hostel type of overnight facility which is planned to accommodate approximately 200 people in Schweitzer Basin, Bonner County, Idaho, and owning or operating facilities in connection therewith which further the business of the Partnership, and engaging in any other business designed to be of benefit to the Company.

To engage in any other commercial, industrial and agricultural enterprise calculated or designed to be profitable to this Limited Partnership and in conformity with the laws of the United States, the State of Idaho, and any other states in which the Limited Partnership shall do business.

ARTICLE 2

TERM OF THE PARTNERSHIP

Section 2.01.

The Partnership, which was organized July 17, 1972 shall continue until December 31, 2035 unless sooner terminated in accordance with the provisions of these Articles of Limited Partnership or as otherwise provided by law.

ARTICLE 3

DEFINITIONS

When used in this Agreement, the following terms shall have the meanings set forth below.

Section 3.01.

"Partnership" shall mean the Limited Partnership created under this Agreement.

Section 3.02.

"General Partners" shall mean Roland Fowler and any other additional Partners appointed as set out in Section 4.02, or any successor elected pursuant to Section 7.04 hereof.

Section 3.03.

"Limited Partners" shall refer to those persons who signed the Original Agreement and Certificate of Limited Partnership and made capital contributions to the Partnership and to such other persons who are admitted to the Partnership as substituted Limited Partners and who are then owners of a Limited Partnership interest. Reference to a "Limited Partner" shall mean any one of the Limited Partners.

Section 3.04.

"Unit" shall refer to an interest in the Partnership representing a two percent ownership thereof.

Section 3.05.

"Cash Flow" shall mean the excess of cash income from operations over cash outflow. Cash outflow shall include payments on debts and obligations of the Partnership as well as reasonable reserves and allowances for contingencies and anticipated obligations.

Section 3.06.

"Capital Contribution" with respect to any Limited Partner means the amount of all cash contributed to the Partnership by such Limited Partner and any predecessor in interest of such Limited Partner.

Section 3.07.

"Adjusted Capital Contributions" with respect to any Partner means that amount which is equal to the sum of all capital contributions theretofore made by such Partner less amounts previously distributed to such Partner pursuant to Section 5.06 hereof.

ARTICLE 4

PARTNERS AND CAPITAL CONTRIBUTIONS

Section 4.01. Amount of Capitalization.

The capitalization of the Partnership shall be an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

Section 4.02. General Partners.

The General Partner is Roland L. Fowler whose address is East 6911 Rutter, Spokane, Washington 99212. Roland L. Fowler, as General Partner, shall have the right to appoint additional General Partners in his discretion, and to appoint successors to any General Partners who cease to act as such.

Section 4.03. Initial Contributions of Limited Partners.

(a) The initial capital investment for each two percent Limited Partnership Interest was Five Thousand Dollars (\$5,000.00) toward which each Limited Partner paid an amount in cash and executed a Promissory Note for the balance payable at the rate of one percent (1%) of such balance per month with interest on the remainder at the going rate.

(b) The name, residence address and number of Units owned by each Limited Partner is set forth as Exhibit A hereto.

Section 4.04. Capital Contributions.

Neither the General Partners nor any of the Limited Partners shall be required to contribute any additional capital to the capital of the Partnership, but any Limited Partner may contribute additional capital to the Limited Partnership on a voluntary basis.

Section 4.05. Interest on Contributions.

No interest shall be paid on any capital contribution made by any Partner to the Partnership.

Section 4.06. Capital Account.

An individual capital account shall be maintained for each Limited Partner. The capital interest of each Limited Partner and the capital

account shall consist of his original contribution of capital, increased by additional capital contributions, if any, and by that portion of his share of the net profits of the Partnership and decreased by distributions from his capital account and by his share of the net losses of the Partnership.

Section 4.07. Return of Capital.

No specific time has been agreed upon for repayment of a Limited Partner's capital contribution and no requirement is imposed on the General Partners to make or cause any such repayment. No Limited Partner shall have the right to withdraw any capital contributed to the Partnership except to the extent he is entitled to distributions of cash under Article 5 hereof or upon dissolution or liquidation of the Partnership. However, if at any time, or from time to time, the General Partners determine in their sole discretion, that there is sufficient cash or other property in the Partnership which is not needed for the operation of the Partnership business, the General Partners may make a distribution as a return of capital to the Limited Partners, according to the respective interest each holds at the time of such distribution subject to Article 5 hereof. Any such distribution shall be charged against the capital accounts of the Limited Partners in the amount received by such Limited Partners; provided, however, that no such return shall be made unless all liabilities of the Partnership have been paid or there remains property of the Partnership sufficient to pay said liabilities; and provided, further, that such Limited Partner receiving said return shall be liable to the Partnership for any sum, not in excess of the amount returned with interest, necessary to discharge the liability of the Partnership to all creditors who extended credit or whose claims arose before said return. Except as above stated, a Limited Partner shall have no further obligations to return to the Partnership the capital that has been returned to him.

Section 4.08. No Priority.

No Limited Partner shall have priority over any other Limited Partner either as to the return of his contribution of capital or as to profits, losses or distributions of cash flow and no Limited Partner shall have the right to demand or receive property other than cash in return for his contribution to the Partnership.

ARTICLE 5

ALLOCATION OF INCOME AND LOSS; CASH DISTRIBUTIONS

Section 5.01. Net Profits and Net Losses.

The term "net profits" and "net losses" as used in this Agreement shall mean the taxable income or taxable loss determined by generally accepted accounting practices using the cash receipts and disbursements method by the accountant employed by the Partnership at the close of each fiscal year on the Partnership informational return filed for federal income tax purposes. An accounting prepared in accordance with said standards shall be rendered to each of the Partners annually.

Section 5.02. Allocation of Profits and Losses.

Except as provided in Section 5.06 hereof, the net profits or net losses of the Partnership shall be divided among or borne by the Partners

proportionately in the ratio which the number of Units owned by each of them bears to the number of Units then owned by all Partners. Nothing contained in this Section 5.02 shall require a Limited Partner to bear actual cash losses in excess of his capital contribution to the Partnership. Nothing herein, however, shall prevent the allocation of tax losses in excess of the actual investment herein, so long as the same is permissible under the applicable provisions of the Internal Revenue Code.

Profits referred to herein shall be computed at the end of each fiscal year and the share or shares to which a Limited Partner shall be entitled shall be credited to the obligations of the Limited Partner for the balance of the purchase price of his interest until said balance together with interest is paid completely; thereafter such profits shall be paid directly to the Limited Partner.

The owners of Limited Partnership interests shall have the right for each Limited Partnership unit owned to the use of one of the living units in the Schweitzer Overniter annually for two weeks at times other than the Christmas and New Year Holidays. The two week period may be divided into two one week periods at the option of the owner of the Limited Partnership interest. Such use shall be free of charge.

Section 5.03. Distribution of Cash Flow.

In the event the General Partners elect to make a distribution of any "cash flow" it shall be proportioned among the Partners in the ratio which the number of Units owned by each of them bears to the number of Units owned by all of them on the date of such distribution.

Section 5.04. Distribution to Partners of Record.

Unless named in this Agreement, or unless admitted to the Limited Partnership, as provided herein, no person shall be considered a Partner in the Limited Partnership. Each Partner, and any other persons having business with the Limited Partnership, need only deal with the Partner so named or so admitted and they shall not be required to deal with any other person by reason of an assignment or transfer of the legal ownership of the Limited Partnership interest of a transferring or deceased Limited Partner. Any payment by the Limited Partnership to the person shown on the Limited Partnership records as a Partner or to his legal representatives or to the assignee of the right to receive Partnership distributions, shall acquit the Limited Partnership of all liability to any other person who may be interested in such payment by reason of an assignment by a Limited Partner or by reason of his death or for any other reason.

Section 5.05. Distribution of Sales Proceeds.

Any proceeds derived by the Partnership from the sale of all or any portion of any Partnership Property shall be distributed to the Partners within ninety (90) days after receipt by the Partnership of such funds.

Section 5.06. Reinvestment

(a) Reinvestment of any cash flow of the Partnership shall be permitted.

(b) The General Partners shall be paid a fee equivalent to seven percent (7%) of the net earnings derived from the management of any invested funds.

Section 5.07. Allocation of Net Income and Net Loss and Distributions for Transferred Units.

If one or more Units are transferred during any fiscal quarter of the Partnership, the net income or net loss attributable to such Unit or Units for such fiscal quarter shall be divided and allocated between the transferor and transferee as they shall agree; provided, however, that if the Partnership does not receive a written notice stating the manner in which such parties have agreed such net income or net loss is to be allocated between them on or before the last day of the month of the quarter in which the transfer occurs, then all such net income or net loss shall be allocated to the party who, according to the books and records of the Partnership on the last day of the fiscal quarter in which the transfer occurs, is the owner of record of the Unit or Units transferred. Distributions of Partnership assets shall be made only to persons who according to the books and records of the Partnership are the owners of record of the Units on the date determined by the General Partners as to which owners of Units are entitled to such distributions. The General Partners and the Partnership shall incur no liability for making distributions in accordance with the provisions of this Section 5.07, whether or not the General Partners or Partnership have knowledge or notice of any transfer of ownership of any Unit or Units.

Section 5.08. Advances and Reimbursements.

All expenses of the Partnership shall be billed directly to and paid by the Partnership. The General Partners shall be entitled at all times, on demand, to reimbursement from the Partnership funds for:

(a) All organizational and other expenses actually incurred by the General Partners.

(b) Actual costs incurred by the General Partners for the purchase of goods, materials and property used for or by the Partnership; and

(c) All funds advanced for the Partnership's benefit. Expenses incurred by the General Partners or any affiliate in connection with its administration of the business connected directly with the Limited Partnership business shall be charged to the Limited Partnership.

Reimbursements to the General Partners shall have priority over cash distributions to the Partners.

ARTICLE 6

POWERS, DUTIES AND OBLIGATIONS OF THE GENERAL PARTNER

Section 6.01. Authority.

The General Partners shall have the sole and complete charge of the management, conduct and operation of the Partnership in all respects, with all rights and powers which are generally conferred by law or are necessary

or appropriate for its management of the Partnership's business. Except as otherwise herein provided, the General Partners shall have authority to act on behalf of and bind the Partnership in all matters respecting the Partnership, its business and its property.

Section 6.02. Duties and Compensation.

The General Partners shall not be required to devote full time to the affairs of the Limited Partnership, but shall devote whatever time, effort and skill as may be necessary for the efficient and successful conduct of the Partnership's business.

Section 6.03. Management Contract.

Anything contained herein to the contrary notwithstanding, the General Partners may manage the Partnership Business, or it may employ on behalf of the Partnership such persons, firms or corporations (which may be affiliated with the General Partners) as in their sole discretion and judgment they shall deem advisable for the proper operation of the business of the Partnership.

Section 6.04. Independent Activities.

The General Partners, and each Limited Partner may, notwithstanding the existence of this Agreement, engage in whatever activities they choose, whether the same be competitive with the Partnership or to the Partners thereof and neither the Partnership nor the Partners thereof shall have any right in the income or profits derived from such activities. Neither this agreement nor any activity undertaken pursuant hereto shall prevent the General Partners from engaging in such activities or to require the General Partners to permit the Partnership or any Limited Partner to participate in any such activities.

Section 6.05. Certain Restrictions.

The General Partners and its affiliates shall not receive any rebates, kick-backs or "give-ups" nor shall the General Partners or its affiliates participate in any reciprocal business arrangements to the disadvantage or detriment of the Limited Partnership, nor do any of the following:

- (a) Do any act in contravention of this Agreement.
- (b) Do any act which would make it impossible to carry on the ordinary business of the Partnership.
- (c) Confess a judgment against the Partnership.
- (d) Admit a person as a Limited Partner except as otherwise provided in this Agreement.
- (e) Continue the business of the Partnership after its removal, adjudication of bankruptcy, insolvency or dissolution.
- (f) Pledge or encumber substantially all of the assets of the Partnership at one time or from time to time without the prior written

consent of Partners holding more than fifty percent (50%) of the then outstanding Units unless in connection with the acquisition of additional or improvement of existing assets or the refinancing of any previous obligation.

(g) Sell substantially all of the assets of the Partnership without the prior written consent of the owners of more than 66% of the then outstanding units.

(h) Commingle any funds of the Partnership with the funds of any other partnership, person, corporation or other entity.

(i) Borrow money from the Partnership either directly or through an affiliate.

Section 6.06. No Power to Assess Limited Partnership Interests.

The General Partners have no power to assess the Units of the Limited Partners. If at any time, or from time to time, additional funds are required for the operation of the Partnership Property, the General Partners shall attempt to borrow sufficient funds to defray such obligations of the Partnership in accordance with Section 10.02 hereof.

Section 6.07. Liability.

The General Partners shall in no event be liable to the Limited Partners for any act or omission performed or omitted to be performed by them if, in good faith, the General Partners determine that such course of conduct was in the best interest of the Partnership and was pursuant to authority granted to it by this Agreement and such course of conduct does not constitute any fraud or any gross negligence or gross misconduct on its part.

Section 6.08. Fiduciary Duty.

The General Partners shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in his immediate possession and control, and it shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the program.

ARTICLE 7

RIGHTS, DUTIES AND POWERS OF LIMITED PARTNERS

Section 7.01. Powers of Limited Partners.

The Limited Partners shall take no part in the conduct or control of the Partnership business or the sale, leasing or refinancing of its assets and shall have no right or authority to act for the Limited Partnership.

Section 7.02. Removal of a General Partner.

The General Partners may be removed upon a vote for dissolution of the Limited Partnership by the Limited Partners representing at least 66% of the

total number of Limited Partners and at least 66% of the aggregate amount of Limited Partnership interest at a meeting attended by the Limited Partners including those represented by proxy. Said meeting shall be called by the General Partners upon a written request by Limited Partners representing at least 30% of the total Limited Partners. This written request by the Limited Partners shall state the reasons for the nature of their request and the subsequent notice to all the Limited Partners by the General Partners shall state the reason for, nature of business, time and place of meeting to vote upon the requested dissolution of the Limited Partnership. The General Partners shall call a meeting within twenty (20) calendar days immediately following the date of the receipt of the written request. The aforementioned vote for dissolution can be submitted by proxy if a full disclosure of the facts, reasons and circumstances which give rise to the request is presented by the Limited Partners. Any Limited Partner shall at any time have the right to receive a complete list of the Limited Partners, including names and addresses, upon written request for the same to the General Partners.

In the event the Limited Partners do not wish to dissolve the Limited Partnership, the General Partners may be removed for cause by a vote representing both at least 66% of the total number of Limited Partners and at least 66% of the aggregate amount of the Limited Partnership interest at a meeting called in conformity with the requirements set forth immediately above.

The Limited Partners by the same vote may elect one or more General Partners to replace those so removed.

Section 7.03. Conditions to Election of New General Partner.

Satisfaction of all of the following conditions shall be a condition precedent to the effective election of a new General Partner:

(a) The new General Partner shall agree in writing to be bound by the provisions of this Agreement.

(b) The new General Partner shall agree to assume the obligations of the General Partner hereunder accruing after its appointment.

(c) The Partnership shall have repaid to the removed General Partner, in cash, the amount of any loans due him from the Partnership.

(d) The Agreement and Certificate of Limited Partnership have been duly amended to reflect the removal of the removed General Partner.

ARTICLE 8

TRANSFER OF LIMITED PARTNERSHIP INTEREST

Section 8.01. Transfer of Limited Partnership Interest.

No Limited Partner shall assign, sell or otherwise dispose of, and no Limited Partner shall have the right to substitute an assignee in his place any other person except as permitted herein.

(a) Transfers of Partial Interests. Fractionalization of Units is prohibited.

(b) No Limited Partner may sell his Limited Partnership interest without giving the General Partners the first refusal to purchase such interest.

(c) Permitted Assignments. A Limited Partner may assign his Limited Partnership Units to any assignee and such assignment shall be effective as of the last day of the month in which a written notice of such assignment is received by the General Partners; provided, however, that such assignee shall not become a substituted Limited Partner in this Limited Partnership unless the General Partners consent in writing to said substitution and unless such assignee complies with all the terms and conditions provided for in Section 8.01(d) below and any other terms or conditions which the General Partners deem desirable or convenient. In this connection, the granting or withholding of consent to substitution shall be at the sole discretion of the General Partners even if the proposed assignee meets the requirements of subparagraph (c) of this Section 8.02. The decision of the General Partners in this regard shall be final and conclusive.

(d) Substituted Limited Partners. An outside purchaser or transferee shall not be admitted as a substituted Limited Partner except upon satisfaction of the following conditions:

(1) Delivery to the General Partners of satisfactory evidence that the proposed transferee qualifies under the requirements of investor qualifications.

(2) The assignment instrument being in form and substance satisfactory to the General Partners;

(3) The assignee or assignees named therein executing and acknowledging such other instrument or instruments that the General Partners may deem necessary or desirable to effectuate such admission;

(4) The written acceptance and adoption by the assignee or assignees of all the terms and provisions of this Agreement, as the same may have been amended;

(5) Such assignee paying or obligating himself to pay, as the General Partners may determine, all reasonable expenses connected with such admission, including, but not limited to, legal fees and costs (which costs may include, for example, the cost for filing and publishing any amendment to the Certificate of Limited Partnership.

Section 8.02. Consent of Limited Partners Not Required.

No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except a Limited Partner who assigns his interest must evidence his intention that his assignee be admitted as a substituted Limited Partner in his place and execute any instruments required in connection therewith.

Section 8.03. Limitation on Certain Transfers.

Anything contained herein to the contrary notwithstanding, no Limited Partner shall be entitled to sell, assign, transfer or convey his interest in the Partnership if, in the opinion of the General Partners or its accountants, such sale, assignment, or transfer would result in the termination of the Partnership for tax purposes under Internal Revenue Code Section 708(b)(1)(B) and applicable Treasury Regulations. Any attempted sale, assignment or transfer in violation of this Section 8.03 shall be void "ab initio."

Section 8.04. Admission of Substituted Limited Partners and Recognition of Assignees.

The General Partners shall cause the Certificate of Limited Partnership to be amended each quarter in which a person has been admitted to the Partnership as a substituted Limited Partner. In the case of an assignment where the assignee does not become a substituted Limited Partner, the Partnership shall recognize the assignment not later than the first day of the calendar month following the receipt of notice of assignment and all other documentation required hereunder.

ARTICLE 9

RECORDS, BOOKS, REPORTS AND BANKING

Section 9.01. Books of Account and Maintenance of Records.

The General Partners shall keep on a cash basis, adequate books of account of the Partnership wherein shall be recorded and reflected all contributions to capital of the Partnership and all of the expenses and transactions of the Partnership. In addition, the General Partners shall maintain a list of the names and addresses of all Limited Partners as a part of the Partnership records. Such books of account and the other records of the Partnership shall be kept at the principal place of business of the Partnership and each Limited Partner and his authorized representative shall have at all times, during reasonable business hours, free access to and the right to inspect and copy such records and books of account.

Section 9.02. Fiscal Year.

The tax accounting period and fiscal year for the Partnership shall be as determined by the General Partners.

Section 9.03. Reports to Limited Partners.

The General Partners shall cause to be prepared and distributed to the Limited Partners for each year the following:

(a) An annual report containing the following information:

(1) A balance sheet of the Partnership which may be unaudited;

(2) A statement of income/loss for the twelve (12) month period then ended which may be unaudited;

(3) A cash flow statement for the twelve (12) month period then ended which may be unaudited; and

(4) Other pertinent information regarding the program and its activities during the preceding twelve (12) month period.

(b) All information necessary for the preparation of Limited Partners' federal income tax returns. Such information shall be delivered within seventy-five (75) days after the end of the Partnership's fiscal year.

(c) The Limited Partners shall be furnished the following:

(1) A balance sheet as of the end of the fiscal year and statements of income, Partners' equity, and changes in financial position and a cash flow statement, for the year then ended, all of which, except the cash flow statement, shall be prepared in accordance with generally accepted accounting principles and accompanied by an auditor's report containing an unqualified opinion of an independent certified accountant or public accountant.

(2) A report of the activities of the program during the period covered by the report.

Section 9.04. Bank Account.

The Partnership funds shall be deposited in the name of the Partnership in one or more banks to be designated by the General Partners. All withdrawals therefrom are to be made upon check signed by the General Partners or by any person authorized to do so by the General Partners.

Section 9.05. Income Tax Returns.

The General Partners shall cause federal and state income tax returns for the Partnership to be prepared and filed with the appropriate authorities.

ARTICLE 10

LOANS AND ADVANCES

Section 10.01. Advances by General Partners.

The General Partners may, but are under no obligation to, advance any monies to the Partnership required to pay any costs or expenses of the

Partnership which are not initially funded from its gross income or the original capital contributions of the Partners.

The aggregate amount of such advances used to meet the expenses of the Partnership shall become an obligation of the Partnership to such General Partners, and shall be repaid to such General Partners out of the capital contributions of Limited Partners to the Partnership or out of cash flow of the Partnership at such time as sufficient cash flow has been derived from additional capital contributions of Limited Partners or from operation of the Partnership to permit such repayment without impairing the solvency of the Partnership; or upon termination and dissolution of the Partnership. Such advances shall be deemed a loan by such General Partners to the Partnership and shall not be deemed a capital contribution. Such loans shall be made at competitive rates and the General Partners may not receive interest and other financing charges in excess of the amounts which would be charged by unrelated banks on comparable loans for the same purpose in the locality of the Partnership Property; provided, however, that in no event shall the General Partners charge interest at a rate in excess of the maximum permissible legal rate.

Section 10.02. Partnership Borrowing.

The General Partners are authorized to borrow from any source or combination of sources such funds as are necessary to meet Partnership obligations which are not covered by the income from the property or by the initial cash contributions of the Partners. The repayment of any such loans shall have priority over any distribution to the General or Limited Partners provided for herein. The General Partners shall have the power to mortgage or subject to any other security device any portion of the property of the Partnership.

ARTICLE 11

DEATH, INCOMPETENCY OR DISSOLUTION OF A LIMITED PARTNER

Section 11.01. Individual Limited Partners.

Upon the death, insolvency, bankruptcy or legal incompetency of an individual Limited Partner, his personal representative shall have all rights of the Limited Partner for the purpose of settling or managing his estate, and powers as the decedent or incompetent possessed to constitute a successor as assignee of its interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Section 11.02. Non-Individual Limited Partners.

Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner which is not an individual, the authorized representative of such entity shall have all of the rights of a Limited Partner for the purposes of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of his interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

ARTICLE 12

DISSOLUTION, TERMINATION AND DISTRIBUTION

Section 12.01. Dissolution.

The Partnership shall be dissolved upon the first to occur of any of the following events:

(a) Expiration of the term specified in Article 2 hereof.

(b) Thirty (30) days after the dissolution, adjudication of bankruptcy or insolvency of the General Partners unless within such thirty (30) day period all of the remaining Partners elect not to dissolve the Partnership and the business of the Partnership is continued by new General Partners as provided herein.

(c) Upon decision of the Limited Partners as provided herein.

Section 12.02. Winding Up.

Upon dissolution of the Partnership, the General Partners shall wind up the affairs and liquidate the assets of the Partnership. The Partners shall continue to share in income and losses of the Partnership in the same ratio as profits and losses were divided prior thereto. The proceeds from liquidation of the Partnership assets shall be divided in the following order:

(a) First, the expenses of liquidation and the debts of the Partnership, other than any debts owing to the Partners, shall be paid. As part of the expenses, the General Partners shall be paid a sum equivalent to twenty percent (20%) of any net profit earned upon liquidation of the assets of the Partnership as compensation for the sales activities and management effort required;

(b) Second, all the Partnership's debts and liabilities to the Partners shall be paid and discharged; and

(c) Third, the balance of the assets shall be distributed to the Limited Partners in the same proportions that they share profits and losses of the Partnership; provided, however, if the funds derived from liquidation proceedings exceed the then adjusted aggregate capital contribution of the Partners, such proceeds shall be distributed in accordance with Section 5.02 hereof.

A Limited Partner shall have no right to demand or receive property other than cash in return for his contribution to the Partnership, and each Limited Partner shall look solely to the assets of the Partnership for the return of his contribution and if the Partnership Property remaining after discharge of the debts and liabilities of the Partnership is insufficient to return the contribution of each Limited Partner, such Limited Partners shall have no recourse against the General Partners or any other Limited Partner. The face amount of any promissory notes or other evidences of indebtedness of the purchaser of the Property shall be treated as cash for the purpose of determining net proceeds from sale and any distributions may

EXHIBIT A

SCHWEITZER OVERNITER LIMITED PARTNERSHIP

<u>Name & Address of Limited Partners</u>	<u>Number of 2% Partnership Interests</u>	<u>Capital Contribution</u>
Clyde B. Anderson E. 7606 Hodin Drive Spokane, WA 99206	1	\$ 5,000.00
Ronald D. Beck 2134 179th Court N.E. Redmond, WA 98052	1	\$ 5,000.00
Schweitzer Land Co., Inc. Box 11185 Spokane, WA 99211-1185	20	\$100,000.00
Kit M. Bowerman 13812 N.E. 16th Bellevue, WA 98005	1	\$ 5,000.00
Joslephine H. Brown Bopp Box 324 Sandpoint, ID 83864	1	\$ 5,000.00
Glen Conley S. 510 Cowley Spokane, WA 99202	1	\$ 5,000.00
Aurthur F. Leritz, M.D. N. 112 University Suite 306 Spokane, WA 99206	1	\$ 5,000.00
A. Thomas Gardner E. 19 Queen Avenue Spokane, WA 99207	1	\$ 5,000.00
George Chalich E. 13404 Saltese Spokane, WA 99216	1	\$ 5,000.00
Greene & Hunt, P.A. 320 North Second Avenue Sandpoint, ID 83864	1	\$ 5,000.00
Jerry Johns Rt. 2, Box 258 Cheney, WA 99004	1	\$ 5,000.00

EXHIBIT A

(Continued)

SCHWEITZER OVERNITER LIMITED PARTNERSHIP

<u>Name & Address of Limited Partners</u>	<u>Number of 2% Partnership Interests</u>	<u>Capital Contributions</u>
August Klaue N. 25 Mullan Road Spokane, WA 99206	1	\$ 5,000.00
Gerald H. Lewis Box 33 Sandpoint, ID 83864	1	\$ 5,000.00
William F. Nordeen 338 S. 4th Sandpoint, ID 83864	1	\$ 5,000.00
Jack Parker Box 580 Sandpoint, ID 83864	1	\$ 5,000.00
Thomas K. Quigley 1138 Royal Ann Drive Sunnyvale, CO 94087	1	\$ 5,000.00
Patrick H. Quinn S. 4816 Napa Spokane, WA 99203	1	\$ 5,000.00
Duane S. Ranniger S. 2812 Needham Drive Veradale, WA 99037	1	\$ 5,000.00
Royal R. Ray PO Box 207 Otis Orchards, WA 99027	1	\$ 5,000.00
Jean Metzen W. 114 Buckeye Spokane, WA 99205	1	\$ 5,000.00
Dave Shardlow S. 3604 Ridgeview Spokane, WA 99206	1	\$ 5,000.00
Richard J. Smith S. 1919 Grand Blvd. Spokane, WA 99203	1	\$ 5,000.00

EXHIBIT A

(Continued)

SCHWEITZER OVERNITER LIMITED PARTNERSHIP

<u>Name & Address of Limited Partners</u>	<u>Number of 2% Partnership Interests</u>	<u>Capital Contributions</u>
Riblet Tramway, Inc. Box 5220 Spokane, WA 99205	1	\$ 5,000.00
Richard Sprint E. 11021 Nixon Spokane, WA 99206	1	\$ 5,000.00
Keith W. Thompson 15312 146th Ave., S.E. Snohomish, WA 98290	1	\$ 5,000.00
James C. Turnidge Rt. 2, Box 77 Nine Mile Falls, WA 99026	1	\$ 5,000.00
Donald D. Usher S. 1303 Ray Spokane, WA 99202	1	\$ 5,000.00
L.C. Watson Box 56 Dover, ID 83825	1	\$ 5,000.00
Edmund G. West Rt. 1, Box 160 Spokane, WA 99204	1	\$ 5,000.00
V. Lee McMahon Box 343507 Florida City, FL 33034-0507	2	\$ 10,000.00