

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	74-216 ^G	☒		74-827	☒
	74-738A	☒		74-2165B	☒
	74-745	☐			☐
	74-746D	☒			☐
	74-747	☒			☐

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Coral M. Stephenson
Salmon ID 83467
4. New Owner/Claimant(s) Robert A. Bonucelli for Basawko Investments
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address PO Box 141449
- City, State and ZIP Code Spokane WA. 99214
- New Telephone Number (509) 924-9730
5. Date you acquired the property 6-4-2003

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6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) BOSANIKO INVESTMENTS by Adnan Bosanik
(include title if applicable) Adnan Bosanik

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____ Date _____ Fee _____
 Receipted by _____ Date _____ Receipt No. _____
 Processed by Johnson AJ Date 5/11/05 WR _____ Date _____

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AT-1605

State of Idaho) SS No. _____
County of Lemhi)This instrument was filed for record at the request
of Alliance Titleat 3:30 o'clock P m 6-4 2003and duly filed and indexed in the records of Lemhi
CountyTerri J. Morton
Ex-Officio RecorderBy Jeanne Eagle DeputyFee 18.Return to A. I.**WARRANTY DEED**

THIS INDENTURE is made this 4th day of JUNE, 2003, between **CORAL M. STEPHENSON**, individually and **CORAL M. STEPHENSON**, as Personal Representative of the Estate of John J. Stephenson, collectively the "Grantor", and, (i) **ROBERT A. BONUCCELLI**, as his sole and separate property as to income, principal and appreciation, as to an undivided 40% interest and (ii) **BOSANKO INVESTMENTS**, a Washington general partnership, as to an undivided 60% interest, whose mailing address is P O BOX 141449, collectively, the "Grantee".
SPOKANE WA 99214

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, and by these presents does grant and confirm unto the Grantee, and to Grantee's heirs and assigns forever, all of the following described property in the County of LEMHI, State of Idaho, to-wit:

See Exhibit "A" attached hereto and incorporated herein by this reference (consisting of approximately 600 acres).

SUBJECT TO all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, and rents, issues and profits therefrom; and all estate, right, title and interest in and to said property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against

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every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

*

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

GRANTOR:

THE ESTATE OF JOHN J. STEPHENSON

By: Coral M. Stephenson
CORAL M. STEPHENSON,
Personal Representative

Coral M. Stephenson
CORAL M. STEPHENSON,
Individually

CMS * TOGETHER WITH ALL WATER AND WATER RIGHTS, DITCHES AND DITCH RIGHTS APPURTENANT THERETO AND USED IN CONNECTION THEREWITH.

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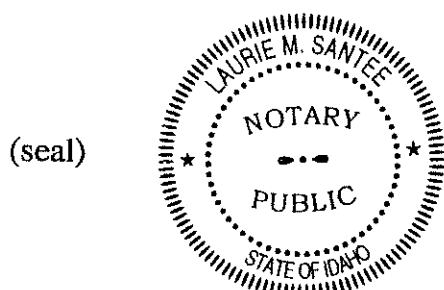
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STATE OF IDAHO)
) ss.
 County of Lemhi)

On the 4th day of June, 2003, before me, the undersigned notary public in and for said State, personally appeared **CORAL M. STEPHENSON**, known or identified to me to be the person whose name is subscribed to the within Grant Deed, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year in this certificate first above written.

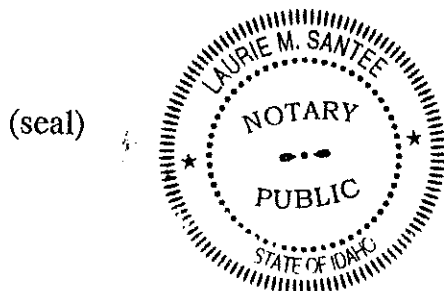


Laurie M Santee
 Notary Public for Idaho
 Residing at Salmon, ID
 My Commission Expires: 6-19-2007

STATE OF IDAHO)
) ss.
 County of Lemhi)

On the 4th day of June, 2003, before me, the undersigned notary public in and for said State, personally appeared **CORAL M. STEPHENSON**, as Personal Representative of the Estate of John J. Stephenson, known or identified to me to be the person whose name is subscribed to the within Grant Deed, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year in this certificate first above written.



Laurie M Santee
 Notary Public for Idaho
 Residing at Salmon, ID
 My Commission Expires: 6-19-2007

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LEGAL DESCRIPTION
EXHIBIT 'A'

PARCEL "A"

A PARCEL OF LAND LOCATED IN THE NW1/4, SECTION 3 AND THE NE1/4, SECTION 4, T. 20 N., R. 23 E., ALSO THE NE1/4, SECTION 32, SECTION 33 AND THE SW1/4, SECTION 34, T. 21 N., R. 23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 34, FROM WHICH THE NW CORNER OF SECTION 34 BEARS N. 00° 20' 10" W., 2622.93 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE S. 86° 16' 29" E. ALONG THE NORTHERLY BOUNDARY OF SAID SW1/4 OF SECTION 34 A DISTANCE OF 1319.51 FT. TO THE C-W 1/16 CORNER OF SECTION 34;

THENCE S. 00° 21' 09" E. ALONG THE CENTER OF SAID SW1/4 OF SECTION 34 A DISTANCE OF 633.46 FT. TO THE C-N-SW 1/64 OF SECTION 34;

THENCE S. 87° 14' 00" E. A DISTANCE OF 329.63 FT. TO THE C-W-NE-SW 1/256 CORNER OF SAID SECTION 34;

THENCE S. 00° 19' 07" E. A DISTANCE OF 627.84 FT. TO THE C-W-E-SW 1/256 CORNER OF SAID SECTION 34;

THENCE N. 88° 12' 33" W. A DISTANCE OF 329.00 FT. TO THE SW1/16 CORNER OF SAID SECTION 34;

THENCE S. 00° 21' 09" E. ALONG THE CENTER OF SAID SW1/4 OF SECTION 34 A DISTANCE OF 1237.83 FT. TO A POINT IN THE CENTER OF THE LEMHI RIVER;

THENCE ALONG SAID CENTER OF THE LEMHI RIVER THE FOLLOWING COURSES:

N. 29° 44' 22" W., 501.92 FT.; N. 52° 46' 03" W., 368.35 FT.;

N. 71° 40' 49" W., 124.58 FT.;

THENCE LEAVING SAID RIVER S. 40° 34' 50" W. A DISTANCE OF 267.30 FT.;

THENCE S. 39° 56' 27" W. A DISTANCE OF 328.96 FT.;

THENCE S. 79° 45' 31" W. A DISTANCE OF 150.03 FT.;

THENCE S. 50° 15' 38" W. A DISTANCE OF 53.54 FT.;

THENCE S. 00° 52' 25" W. A DISTANCE OF 824.81 FT. TO A POINT IN AN EXISTING FENCE LINE;

THENCE ALONG SAID FENCE LINE THE FOLLOWING COURSES:

S. 85° 46' 47" W., 87.98 FT.; S. 50° 45' 31" W., 187.76 FT.;

S. 60° 45' 41" W., 217.69 FT.; S. 75° 07' 07" W., 162.01 FT. TO A POINT

ON THE NORTHEASTERLY RIGHT-OF-WAY OF STATE HIGHWAY 28;

THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES:

N. 54° 10' 37" W., 3777.01 FT.; N. 54° 10' 49" W., 1575.74 FT.;

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THENCE LEAVING SAID RIGHT-OF-WAY N. 37° 51' 27" E. A
DISTANCE OF 603.15 FT.;

THENCE N. 53° 28' 52" W. A DISTANCE OF 726.31 FT.;

THENCE S. 36° 12' 15" W. A DISTANCE OF 611.62 FT. TO A POINT ON
SAID RIGHT-OF-WAY OF STATE HIGHWAY 28;

THENCE N. 54° 10' 49" W. ALONG SAID RIGHT-OF-WAY A DISTANCE
OF 1541.00 FT. TO A POINT IN AN EXISTING FENCE LINE;

THENCE ALONG SAID FENCE LINE THE FOLLOWING COURSES:

N. 20° 35' 35" E., 609.35 FT.; N. 82° 00' 14" W., 341.53 FT.;

N. 49° 43' 56" W., 625.40 FT.; N. 30° 56' 05" E., 585.58 FT.;

N. 00° 16' 16" W., 62.18 FT. TO A POINT ON THE SOUTHERLY BANK
OF SAID LEMHI RIVER;

THENCE ALONG SAID SOUTHERLY BANK THE FOLLOWING
COURSES:

N. 88° 21' 05" W., 168.02 FT.; N. 79° 37' 52" W., 109.29 FT.;

N. 67° 22' 32" W., 113.81 FT.; N. 62° 52' 36" W., 94.81 FT. TO A POINT ON
THE NORTHERLY BOUNDARY OF SAID SECTION 32;

THENCE N. 89° 58' 13" E. ALONG SAID NORTHERLY BOUNDARY A
DISTANCE OF 2147.38 FT. TO THE NW CORNER OF SAID SECTION 33;

THENCE S. 89° 27' 27" E. ALONG THE NORTHERLY BOUNDARY OF
SAID SECTION 33 A DISTANCE OF 805.81 FT.;

THENCE S. 35° 34' 00" W. A DISTANCE OF 275.63 FT.;

THENCE S. 47° 17' 59" E. A DISTANCE OF 1139.74 FT. TO A POINT IN
AN EXISTING FENCE LINE;

THENCE ALONG SAID FENCE LINE THE FOLLOWING COURSES:

N. 83° 21' 38" E., 392.98 FT.; S. 57° 37' 57" E., 264.33 FT.;

S. 13° 29' 59" E., 226.03 FT.; S. 11° 29' 34" W., 74.74 FT.;

S. 18° 48' 28" E., 231.96 FT.; S. 34° 21' 46" E., 100.97 FT.;

N. 39° 50' 00" E., 578.39 FT. TO A POINT ON THE CENTERLINE OF
SAID SECTION 33;

THENCE LEAVING SAID FENCE LINE S. 00° 18' 48" E. ALONG SAID
CENTERLINE OF SECTION 33 A DISTANCE OF 82.48 FT. TO THE C-N 1/16
CORNER OF SECTION 33;

THENCE N. 89° 53' 58" E. ALONG THE CENTERLINE OF THE NE1/4
OF SAID SECTION 33 A DISTANCE OF 2631.64 FT. TO THE N1/16 OF SAID
SECTION 33 AND 34;

THENCE S. 00° 20' 10" E. ALONG THE BOUNDARY BETWEEN SAID
SECTION 33 AND 34 A DISTANCE OF 1311.37 FT. TO THE POINT OF
BEGINNING.

PARCEL "E"

A PARCEL OF LAND LOCATED IN THE NE1/4, SECTION 4, T. 20 N., R.
23 E., BOISE MERIDIAN, LEMHI COUNTY, IDAHO, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

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COMMENCING AT THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 4,
FROM WHICH THE SE CORNER OF SECTION 4 BEARS S. $00^{\circ} 20' 25''$ W.,
2610.22 FT., THE BASIS OF BEARING OF THIS DESCRIPTION, RUN THENCE
N. $14^{\circ} 09' 39''$ W. A DISTANCE OF 1551.80 FT. TO A POINT AT THE
INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF BAKER LANE
WITH THE SOUTHWESTERLY RIGHT-OF-WAY OF STATE HIGHWAY 28;

THENCE N. $54^{\circ} 10' 37''$ W. ALONG SAID HIGHWAY RIGHT-OF-WAY A
DISTANCE OF 365.00 FT. TO A POINT IN THE CENTER OF AN EXISTING
DITCH SAID POINT BEING THE POINT OF BEGINNING.

THENCE ALONG THE CENTER OF SAID DITCH S. $46^{\circ} 35' 06''$ W. A
DISTANCE OF 165.00 FT.;

THENCE LEAVING SAID DITCH N. $47^{\circ} 29' 53''$ W. A DISTANCE OF
7.91 FT.;

THENCE S. $38^{\circ} 53' 26''$ W. A DISTANCE OF 864.87 FT. TO A POINT ON
THE NORTHERLY EDGE OF RED ROCK STAGE ROAD;

THENCE N. $69^{\circ} 22' 08''$ W. ALONG SAID ROAD A DISTANCE OF 800.00
FT.;

THENCE LEAVING SAID ROAD N. $19^{\circ} 29' 27''$ W. A DISTANCE OF
454.94 FT. TO A POINT IN AN EXISTING FENCE;

THENCE N. $36^{\circ} 23' 08''$ E. ALONG SAID FENCE A DISTANCE OF 975.60
FT. TO A POINT ON SAID SOUTHWESTERLY RIGHT-OF-WAY OF STATE
HIGHWAY 28;

THENCE S. $54^{\circ} 10' 37''$ E. ALONG SAID RIGHT-OF-WAY A DISTANCE
OF 1221.50 FT. TO THE POINT OF BEGINNING.

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**PARTNERSHIP AGREEMENT
OF
BOSANKO INVESTMENTS**

THIS PARTNERSHIP AGREEMENT is made effective the 1st day of December, 2002, with the consent of all the undersigned General Partners.

ARTICLE I

Formation, Name, Purpose, Location and Term

1.1 Formation. The parties hereto form a general partnership pursuant to the Laws of the State of Washington.

1.2 Name. The name of the Partnership, pursuant to which it shall conduct all business, shall hereafter be BOSANKO INVESTMENTS.

1.3 Purpose. This document shall formalize an oral partnership entered into by the parties in February of 1998. The purpose of the Partnership shall be to lease, acquire and own real property, or improve the same, and to sell and/or lease said real property. The Partnership shall have no other purpose, without the approval of sixty percent (60%) of the partnership units.

1.4 Principal Place of Business. The principal place of business of the Partnership shall be at 12309 East Mirabeau Parkway, Spokane, Washington 99216. The mailing address of the partnership shall be P.O. Box 141449, Spokane, Washington 99214, and/or such other place or places as the Partners may from time to time determine.

1.5 Term of Partnership. The term of the Partnership shall be thirty five (35) years, unless sooner terminated as provided in Article VIII.

ARTICLE II

Partnership Property

2.1 Partnership Units. At the effective date of this Agreement, the Partners collectively owned one hundred (100) Partnership Units. The term "Partnership Unit" or the term "Unit" shall refer to the fractional interest of the Partners in the Partnership and shall include the interest in capital, profits and losses, and voting rights. One Unit shall entitle the owner thereof to a proportionate interest in profits and losses of the Partnership and to one vote on Partnership matters.

2.2 Personal Property. A Partner's interest in the Partnership shall be personal property for all purposes. All real and personal property owned by the Partnership shall be deemed owned by the Partnership as an entity, regardless of the designated

owner of the property and no Partner, during the term of the Partnership, shall have an individual ownership in such property.

2.3 Capital. The present individual capital accounts of the partners are as follows:

<u>Name</u>	<u>Capital Investment</u>	<u>Partnership Units</u>
1. Dominic A. Bonuccelli		43.00
2. B & A Investments		35.00
3. Jack & Norma Snead		22.00

Fractional Partnership interests may be purchased. New Partners shall be admitted to the Partnership only by unanimous consent of the parties.

ARTICLE III

Capital Contribution, Profits and Losses, and Cash Distributions

3.1 Capital Accounts. A separate capital account shall be maintained by the Partnership for each Partner which shall reflect credit for the initial capital contribution and shall thereafter be adjusted pro rata for profits, losses, additional capital contributions, and distributions.

3.2 Additional Capital Contributions and Default.

(a) In the event the assets of the Partnership are not sufficient to satisfy the Partnership obligations, upon fifteen (15) days' notice, the Partnership may require of each Partner the payment of additional capital contributions in such amounts as the Partnership deems advisable. Any such additional capital contributions shall be required equally pro rata of all Partners.

(b) If a Partner shall default in such a call for additional capital contributions, the other Partners, or any of them, may contribute to the Partnership the amount which would have been contributed by the defaulting Partner and treat such advance as a loan on behalf of the defaulting Partner, with interest thereon at the rate of six percent (6%) per annum above the Washington Trust Bank prime rate then

accounted and in effect as of the date of the loan.

(c) If the defaulting Partner has not paid the entire balance of this loan plus interest within six (6) months of the date the loan is made, then the Partnership may exercise any of the rights set forth in Paragraph 7.2.

(d) During any period in which a Partner is in default, he shall have no vote and no cash flow distributions shall be made to him. Such distributions shall instead be used to discharge the debts or shall be used to repay the loans made by the other Partners to the extent available therefor.

3.3 Interest on Capital Contribution. No Partner shall be entitled to the accrual or payment of interest on the amount of his capital contribution.

3.4 Allocation of Profit and Losses. Each Partnership Unit shall be credited with or charged with an equal pro rata share of the profits or losses of the Partnership.

3.5 Interim Distributions. The Partnership shall, at the end of each quarter during the fiscal year, determine and establish reasonable reserves out of the cash on hand sufficient for contingencies and the operating expenses of the Partnership. After such provision for reserves, the Partnership shall distribute to the Partners with respect to each Partnership Unit one hundred percent (100%) of the cash flow for the quarter.

3.6 Liabilities of Partners. The Partners recognize and agree that as to contract obligations as a general Partnership, each Partner jointly with other Partners shall have full liability to third persons for the debts and obligations of the Partnership contracted after the date he is admitted to the Partnership.

ARTICLE IV

Management and Accounting

4.1 Management Decisions. The overall management and control of the business and affairs of the Partnership shall be vested in all Partners. Except as otherwise expressly and specifically provided in this Agreement, no Partner shall have any authority to act for or to assume any obligations or responsibilities on behalf of any other Partner or the Partnership. Each Partner shall be entitled to one vote for each Partnership Unit he then owns in the Partnership. In every place in this Agreement where reference is made to the vote of the Partners, such vote shall be by Partnership Units rather than by Partners.

The Partnership may do any of the following only upon the

affirmative vote of sixty percent (60%) of the Partnership Units:

(a) Make, execute, or deliver in the name of the Partnership any bond, deed of trust, mortgage, indemnity bond, guaranty, surety bond, pledge, or security agreement;

(b) Set forth the general terms and conditions of sale of the Partnership Property;

(c) Incur indebtedness, whether secured or unsecured, in excess of Ten Thousand Dollars (\$10,000.00);

(d) Dissolve the Partnership;

(e) Sell all or substantially all the Partnership property;

(f) Amend the Partnership Agreement.

4.2 Managing Partner. Robert A. Bonuccelli shall be the managing Partner for this Partnership. Subject to the limitations set forth in Paragraph 4.1, Managing Partner shall have power, authority, and duty and obligation to do any of the following;

(a) To incur indebtedness not exceeding Ten Thousand Dollars (\$10,000.00) per item;

(b) To pay and to perform all ministerial acts and duties relating to the payment of all indebtedness previously approved by the Partnership as provided herein, taxes and assessments, due or to become due, with regard to the Partnership property; to give and receive notices, reports, and other communications arising out of or in connection with the ownership, indebtedness, or maintenance of the Partnership assets.

(c) To collect all monies due the Partnership from the various Partners or other persons or, to the extent authorized by the Partnership consistently with the terms of this Partnership Agreement, to disburse Partnership funds for Partnership purposes to those persons entitled to receive the same.

(d) To establish, maintain, and supervise the deposits and withdrawals of funds of the Partnership and bank accounts of the Partners for the ordinary purposes of the Partnership.

(e) To employ attorneys to provide legal counsel and services to the Partnership in connection with its formation and operation, and to employ accountants and/or auditors to prepare income tax returns, financial statements, and reports which shall be furnished to the Partners.

(f) To provide protection to the Partnership and the Partners by purchasing such insurance as deemed necessary to provide protection with respect to the claims of third parties and to pay the premiums from the funds of the Partnership, and to protect, perfect, and preserve the titles and interest of

the Partnership with respect to the Partnership property.

(g) To conduct the administrative affairs of the Partnership, including without limitation, taking of action necessary to carry out the vote, decisions made, and the actions taken by the Partners under this Agreement.

(h) To execute, acknowledge, and deliver any and all instruments necessary to effectuate the forgoing.

4.3 Powers of Attorney. The Partners hereby irrevocably constitute and appoint the Managing Partner as their true and lawful attorney, to act in their name, place and stead; to make, execute, acknowledge or ratify and to file:

(a) A Certificate of Trade Name or such other document as required to properly register the name of the Partnership, or any other certificate required to be filed by the Partnership;

(b) Any and all documents considered by the Managing Partner as necessary or advisable in connection with accomplishing the business or purpose of the Partnership, including without limitation, deeds, leases, or other instruments or conveyance, or dedications, mortgages, plats, etc., provided that where this Agreement requires approval of certain activities by vote of all or a portion of the Partners, this power of attorney will not be effective until after the required vote; and

(c) Any and all documents which may be required to effectuate the dissolution, winding up, and termination of the Partnership.

4.4 Conflicts of Interest and Other Business. Each Partner understands that the other Partners may engage in other business activities which may compete directly or indirectly with the Partnership. Each Partner hereby consents to such other business activities and agrees that no Partner shall require any interest therein by virtue of this Partnership. The Partnership shall not be in any manner precluded from contracting with any Partner or any entity in which any Partner or Partners have an interest so long as such arrangement or transaction shall be fair and reasonable to the Partnership and based upon independent competitive bids.

4.5 Indemnification of Managing Partner. The Managing Partner shall not be liable, responsible or accountable in damages or otherwise to any of the Partners for any act or omission performed or omitted by the Managing Partner in good faith and in a manner reasonably believed by the Managing Partner to be within the scope of the authority granted to him by this Agreement and in the best interests of the Partnership. The Partnership and the Partners shall indemnify and save harmless the Managing Partner from any loss or damage, including attorney's fees, incurred by reason of any such act or omission; provided however, that the

provisions of this article shall not apply if the Managing Partner is guilty of gross negligence or misconduct with respect to such act or omission.

4.6 Compensation of Managing Partner. As compensation for its services, and as a deductible expense of the Partnership, the Managing Partner may be paid an amount as agreed by a majority of the Partnership Units.

4.7 Nature of Duties. No Partner shall be required to devote his full time and attention to the business of the Partnership, but only such time as shall be necessary in the exercise of prudent judgement for the management of such a business, including attendance at meetings and the exercise of the right to vote. Although it is anticipated that the Managing Partner will be required to devote more time than the other Partners to the management of the Partnership affairs, nevertheless the Managing Partner shall be required to devote only such time as would ordinarily be devoted by a reasonably prudent man in the management of his own similar business.

ARTICLE V

Transfer of Partnership Interest

5.1 Definition of the Term "Transfer". The term "transfer" shall refer to any disposition of a Partnership interest, whether voluntary or involuntary, including but not limited to sales, exchanges, gifts, transfers, pledges, and transfers to legal representatives or successors at death, incompetence or dissolution. An "involuntary transfer" shall refer to any transfer by operation of law to any person other than the Partnership including, but not limited to, a Partner's trustee in bankruptcy, pursuant to a marital property division, a purchaser in any creditor's or court sale, or guardian or conservator of an incompetent Partner or a legal representative or successor of a deceased Partner. A transfer of a Partnership interest shall not result in the dissolution of the Partnership as to the remaining Partners.

5.2 Voluntary Transfer of Partnership Interest. A Partner may not voluntarily withdraw from the Partnership. In the event a Partner desires to transfer all or a portion of his Partnership interest to a third party and has received a bone fide offer to acquire the same, the Partnership shall have a first right to purchase the interest.

The selling Partner shall notify the Partners and the Partnership in writing, by registered mail at the latter's last known address, of such transfer, withdrawal, or offer and provide

a copy of said offer. The Partnership shall then be allowed ten (10) days from the date of receipt of the notice, not counting the day of receiving the same, within which to elect in writing to acquire the interest, or to decline to do so.

If the Partnership does not exercise its option within the said ten (10) day period, each remaining Partner shall have the right for a period of ten (10) days thereafter to purchase that portion of the unpurchased interest which equals the proportion which the Units owned by each remaining Partner is to the total Units owned by all remaining Partners. If one or more Partners fails to exercise this option, each Partner who does exercise the option shall have an additional period of five (5) days within which to purchase the remaining interest. If there is more than one remaining Partner to which the preceding sentence applies, those Partners shall share the option in the ratio that each of their Units bear to the total Units owned by the Partners purchasing. In the aggregate, the Partnership and Partners must purchase the entire interest of the terminating Partner or forfeit their options. If the options are forfeited, the Partner is free to transfer the interest provided that such transfer occurs within fifteen (15) days of the forfeit of the options. If a transfer does not occur within that time period, the transaction shall again be subject to the terms of this article.

The purchase price and terms shall be the price and terms offered in the event of a voluntary transfer and as set forth in Paragraph 5.6 in all other cases.

If the option is exercised, the purchasing party shall, upon exercising the option, deposit an amount equal to the down payment with the attorney for the selling party, said amount to be applied against the purchase price.

If an option to purchase is exercised, the nonselling Partners shall use their best efforts to cause the selling Partner to be released from continuing liability on any loan instruments which the selling Partner has been required to sign.

5.3 Involuntary Transfers; Death, Incapacity, Bankruptcy or Marital Dissolution. Upon the involuntary transfer of a Partnership interest, the Partnership shall have the following options:

- (a) Continue the Partnership and purchase the interest assigned in the manner provided in Article V;
- (b) Continue the Partnership with the transferee either becoming a full Partner or having lesser rights as provided in Paragraph 5.5;
- (c) Dissolve, windup and terminate the Partnership in the manner provided in Article VIII.

5.4 Prohibition on Transfer. No sale, exchange or other transfer of any Partnership Unit, or any interest therein, may be

made if, such transfer sought to be made, when added to the total of all other Units transferred within the period of twelve (12) consecutive months prior thereto, would, in the opinion of counsel for the Partnership, result in the Partnership being considered to have been terminated within the meaning of I.R.C. Section 708.

5.5 Right of a Transferee to Become a Partner. A transferee of a Partnership interest may become a Partner with all the rights, powers and privileges of a Partner, if and to the extent that there is a sixty percent (60%) approval of the other Partners.

A transferee of a Partnership interest who does not become a Partner shall only be entitled to receive distributions from the Partnership attributable to such interest after the effective date of the transfer. Such an assignee shall not be entitled to interfere in the management or administration of the Partnership business or affairs or require information or account of Partnership transactions or inspect Partnership books.

5.6 Purchase Price of Partnership Interest. The purchase price of a Partnership interest shall be the amount of the Partner's capital account as of the effective date of the transfer. The profit or loss of the Partnership shall be allocated as of the valuation date, and the total fair market value of the assets less liabilities shall be credited or debited to the Partners' capital accounts as provided herein.

5.7 Determination of Fair Market Value, Profit and Loss. The fair market value of Partnership assets and the profit or loss of the Partnership on the valuation date shall be determined by agreement of the parties. If the parties cannot agree within ten (10) days of the valuation date, then the fair market value of the Partnership assets and the profit or loss of the Partnership on the valuation date shall be determined by arbitration in the following manner: within fifteen (15) days of the valuation date, the purchasing Partner(s) shall choose one arbitrator and pay his fees, and the selling Partner(s) shall choose one arbitrator and pay his fees and the two arbitrators shall appoint a third arbitrator whose fees shall be shared equally by the two sides. The three arbitrators so appointed shall appoint one appraiser to determine the fair market value of the Partnership assets. Such appraisal shall be accomplished within fifteen (15) days of the appointment of the appraiser. The fees of the appraiser shall be shared equally by the two sides.

5.8 Valuation Date. The valuation date, as used herein, shall be the last day of the month preceding the month in which the Partners elect to purchase the interest of the selling Partner, or in which the death, bankruptcy, or incapacity of the withdrawing Partner occurred or in which the involuntary transfer occurred.

Provided, however, that if the date so determined follows by less than two calendar months, the close of the Partnership's last preceding fiscal year, then the last day of such fiscal year shall be the valuation date.

5.9 Terms of Payment; Security. Payment for the withdrawing Partner's interest pursuant to Article VI by the purchasing party shall be made as follows: Ten percent (10%) of the purchase price shall be paid one hundred twenty (120) days after the valuation date and the balance to be paid in equal annual installments of principal and interest (at the rate provided below), payable on the anniversary date of the closing each year amortized over a period of three (3) years.

The withdrawing Partner or personal representative of a deceased Partner shall be indemnified by the remaining Partners against any and all liability on account of debts of the Partnership.

Until the amount to be paid for the acquisition of the interest of any deceased, incapacitated or withdrawing Partner shall have been paid, the unpaid amount thereof due from time to time shall constitute a charge or lien against the Partnership property, subject only to claims of creditors of the Partnership. Upon default made in any payment which is to be made for the acquisition of such interest, and such written demand for performance, the legal representative of a deceased Partner or incapacitated Partner, or the retiring Partner, as the case may be, may declare the entire unpaid balance presently due and payable, and may further, at his election, require the continuing Partnership to be dissolved and liquidated forthwith. Upon any such liquidation, the assets remaining after the payment of all creditors and the continuing Partnership shall first be applied toward the payment of unpaid amounts due for the interest of the deceased, incapacitated or retiring Partner.

5.10 Payments of Estimated Amounts. If the value of the interest of a Partner, under this Article VII, has not been determined at the time specified for the making of any of the payments called for in the above articles, payment shall be made in an estimated amount.

5.11 Interest on Payments. The interest rate shall be eight percent (8%) per annum.

ARTICLE VI

Withdrawals

6.1 Events of Withdrawal of a Partner. A Partner may not voluntarily withdraw from the Partnership. The occurrence of any

of the following events shall constitute a withdrawal of a Partner:

(a) The Partner makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or is adjudicated insolvent or bankrupt;

(b) The death of a Partner;

(c) The incompetence of a Partner

The withdrawal of a Partner shall not constitute a dissolution of the Partnership as to the remaining Partners.

6.2 Distribution Upon Withdrawal. In the event of the withdrawal of a Partner, the Partnership shall either:

(a) Continue and purchase the withdrawn Partner's Partnership interest in the manner provided in Article V;

(b) Continue the Partnership and distribute to the withdrawing Partner the Partner's interest in the Partnership assets. The Partner's interest in the Partnership assets shall be determined in the same manner and the distribution shall be made in the same manner as if the Partnership were being dissolved and terminated pursuant to Article VIII;

(c) Dissolve, wind up and terminate in the manner provided in Article VIII.

ARTICLE VII

Default

7.1 Events of Default. A Partner shall be in default hereunder upon the occurrence of any of the following events:

(a) If any Partner makes an assignment for the benefit of creditors or applies for the appointment of a trustee, liquidator, or receiver of any part of his or its assets or commences any proceedings relating to himself or itself under any federal or state law relating to bankruptcy, insolvency, reorganization or similar laws;

(b) If any Partner has a proceeding commenced against him or it relating to the appointment of a trustee, liquidator, or receiver, or pursuant to any proceedings under any federal or state law relating to bankruptcy, insolvency, reorganization or similar laws, which proceeding is not dismissed within ninety (90) days after the filing of such proceeding;

(c) If any Partner suffers his or its interest in the Partnership to become subject to any attachment, levy, execution, or other judicial seizure;

(d) If any Partner fails to contribute capital to the Partnership as provided in Paragraph 3.2.

(e) If a Partner transfers his or its interest in the Partnership in violation of Article V; or

(f) If any Partner breaches or fails to perform any

other provision of this Agreement and such breach or failure is not cured within thirty (30) days after written notice.

7.2 Remedies. Upon any Partner becoming a defaulting Partner, the other Partners by unanimous agreement may:

(a) Dissolve and terminate the Partnership and offset against any amount to be distributed to the defaulting Partner the damages caused the Partnership by the defaulting Partner;

(b) Elect to purchase the interest of the defaulting Partner pursuant to Article V;

(c) Exercise the remedies provided in Article III for a failure to contribute capital;

(d) Pursue any remedy at law or in equity against the defaulting Partner.

A defaulting Partner shall have no right to vote upon or otherwise participate in management of the Partnership, regardless of whether the remaining Partners have commenced to exercise any available remedies.

ARTICLE VIII

Dissolution and Termination of the Partnership

8.1 Dissolution. The Partnership shall be deemed dissolved upon the occurrence of any of the following events:

(a) Expiration of the Partnership term;

(b) The written consent of sixty percent (60%) of the Partnership Units;

(c) The bankruptcy of the Partnership business;

(d) The disposition of substantially all of the Partnership assets.

No Partner shall have the right to dissolve the Partnership for any reason other than set forth above or to withdraw from the Partnership other than as set forth in Article VI.

8.2 Winding Up the Partnership. On any dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses in the same proportions as before dissolution.

Any Partnership asset distributed in kind in the liquidation shall be valued in accord with the procedure described in Paragraph 5.7 and treated as though the asset were sold and the cash proceeds were distributed. The difference between the value of the Partnership asset distributed in kind and its book value shall be treated as a gain or loss on sale of the Partnership asset and shall be credited or charged to the Partners in a pro rata manner. Any assets distributed in kind shall be subject to all operating agreements or other agreements relating thereto which shall survive the termination of the Partnership.

The Partnership shall distribute the Partnership assets as follows:

(a) To creditors, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for distribution to Partners as provided in Paragraph 6.1;

(b) To Partners and former Partners in satisfaction of liabilities for distributions under; and

(c) To Partners first for the return of their contributions and secondly, respecting their Partnership interests, in the proportions in which the Partners share distributions.

8.3 Termination. Upon the completion of the dissolution, winding up, liquidation, and distribution of the liquidation proceeds or the assets not liquidated, the Partnership shall terminate.

ARTICLE IX

Arbitration

9.1 Occasions for Arbitration. In the event of disputes among the Partners as to matters of Partnership business, which cannot be resolved by a vote of the Partners in accord with Article 4.1, such disputes shall be resolved by arbitration in accord with the provisions of this Article and the Partners waive their right to proceed in courts of laws or equity as to these matters.

9.2 Procedure. In the event of such dispute as described in the preceding article, the majority of the Partners, though less than necessary to control, shall agree within thirty (30) days among themselves and select an arbitrator. The minority in interest of the Partners shall, within a similar period, similarly agree and select a different arbitrator, and the two arbitrators so chosen shall select a third within one week of their selection, and the three so chosen, by majority vote, shall render a decision within thirty (30) days, which decision shall be binding on the parties and which decision may be confirmed in a court of law, if necessary, in accord with the provisions of RCW 7.04.

ARTICLE X

Books and Records, Accounting

10.1 Bank Accounts. The Partnership shall maintain a checking account at Washington Trust Bank, Spokane, Washington, or at such other place as the Partners may agree upon from time to time.

10.2 Method of Accounting. The Partnership shall at all times keep or cause to be kept full and true books of account on the cash basis of accounting. In such books there shall be entered fully and accurately each transaction of the Partnership and such books of account shall at all times be maintained at the principal place of business of the Partnership and shall be open to the reasonable inspection and examination of the Partners or their duly authorized representatives.

10.3 Reports and Tax Returns. Upon the request of any Partner, the Partnership shall supply to such Partner a balance sheet, profit and loss statement, cash flow statement and a report as to the status of the occupancy of the Partnership properties and any other items which the Partnership shall consider to be material. Within sixty (60) days after the end of each fiscal year, the Partnership shall prepare or cause to be prepared and shall send to each person who was a Partner at any time during the year a balance sheet of the Partnership as of the end of such fiscal year and statements of income and expense, Partner's equity and changes in financial position for the year, a cash flow statement, and such other and additional reports as the Partnership shall deem relevant. In addition, the Partnership shall prepare or cause to be prepared the Partnership tax return for the year then ended and shall cause it to be filed with the Internal Revenue Service. In addition, the Partnership shall forward to each Partner or to any person who was at any time during the year a Partner, such tax information as shall be necessary for the preparation by each Partner of his federal income tax return, and if necessary state income tax returns.

10.4 Tax Elections. With respect to all methods of tax accounting of the Partnership, the Partnership shall elect to use, so far as permitted by the provisions of the Internal Revenue Code of 1954 as amended, such methods, allocations and elections, as shall, in the opinion of the Partnership, be most advantageous to the majority of Partners. The federal tax I.D. number for the partnership is 91-1951346.

ARTICLE XI

Amendment

This Agreement shall be amended in any respect upon the affirmative vote of sixty percent (60%) of the Partnership Units; provided however, without the consent of each Partner to be adversely affected by the amendment, the amendment shall not be amended so as to alter the interest of a Partner in the profits or losses or in the cash distributions of the Partnership.

ARTICLE XII

Miscellaneous

12.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

12.2 Merger. As to the subjects contained herein, this Agreement shall be the complete and final agreement among the parties hereto and incorporates and supersedes all prior and contemporaneous negotiations and agreements.

12.3 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of, the heirs, executors, administrators, successors and assigns of the respective parties hereto.

12.4 Indemnity. Any Partner who incurs a Partnership liability without authority to do so shall indemnify, defend, and hold harmless the Partnership and the other Partners against the entire amount of such liability.

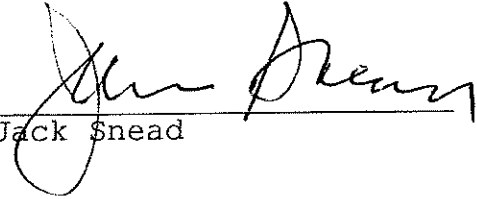
12.5 Gender and Number. Use of the masculine gender shall include the feminine and neuter and vice versa as the context requires, and the singular shall include the plural and vice versa also as the context requires.

12.6 Notices. All notices required for by this Agreement shall be made in writing (1) either by actual delivery of the notice into the hands of the parties thereunto entitled, or (2) by the mailing of the notice in the U.S. mails to the last known address of the party entitled thereto, registered mail, return receipt requested. The notice shall be deemed to be received in case (1) on the date of its actual receipt by the party entitled thereto and in case (2) on the date of its registry.

12.7 Entire Interest. It is agreed and understood that whenever the interest of any Partner is referred to, it shall be understood and construed to be the whole interest of said Partner and his spouse, if any, whether community or separate property.

IN WITNESS WHEREOF, the Partners here signed this Partnership Agreement.

BOSANKO INVESTMENTS



Jack Snead



B & A Investments
By Robert A. Bonuccelli,
Managing partner



Norma Snead



Dominic A. Bonuccelli
By Robert A. Bonuccelli
Attorney-in-fact