

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

DREXELL R. DAVIS
Secretary



FRANKFORT,
KENTUCKY

FOREIGN LIMITED PARTNERSHIP CERTIFICATE OF PROCESS AGENT

Statement of foreign limited partnership required by Kentucky Statutes designating the address of its registered office to be at KENTUCKY HOME LIFE BUILDING
LOUISVILLE, KENTUCKY
and C T CORPORATION SYSTEM as process agent, who may be served at the above address for the MAPLE ASSOCIATES
a foreign limited partnership, organized under the laws of the state of WISCONSIN
and whose home business office address is 411 EAST MASON STREET, SUITE 419
MILWAUKEE, WISCONSIN
has been received and filed in this office and said foreign limited partnership is now authorized to transact business in this state, subject to the restrictions imposed by law.



Witness my signature and seal of office this 29TH day
of AUGUST, 19 77, at Frankfort, Kentucky

Drexell R. Davis

SECRETARY OF STATE

SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

ORIGINAL COPY
FILED AND RECORDED
SECRETARY OF STATE OF KENTUCKY
DREW L. R. DAVIS
Secretary
AUG 29 1977



SECRETARY OF STATE
RECEIVED
AUG - 8 1977
Commonwealth of Kentucky

Drew L. Davis
SECRETARY OF STATE

FOREIGN LIMITED PARTNERSHIP APPLICATION FOR CERTIFICATE OF AUTHORITY

69398

Pursuant to the provisions of Kentucky Revised Statutes Chapter 362, the MAPLE ASSOCIATES

a foreign limited partnership organized under the laws of the state of WISCONSIN,
the home office address of which is 411 East Mason Street, Suite 419,
Milwaukee, Wisconsin

hereby applies for a Certificate of Authority to transact business in the Commonwealth of Kentucky and submits the following therefor:

- (1) A certified copy of its articles of partnership and all existing amendments thereto; and
- (2) (a) Designates as its process agent C.T. Corporation Systems,
whose address is Kentucky Home Life Building, c/o C.T. Corporation System
Louisville, Kentucky 40202
- (b) Designates the same address for its registered office.

Dated July 21, 1977.

Signed George C. Poggel, Jr.
George Poggel, Jr. GENERAL PARTNER

INSTRUCTIONS

1. \$35.00 filing fee must accompany the application. Make check payable to Kentucky State Treasurer.
2. Mail filing fee and application with articles of partnership to Secretary of State, Capitol Building, Frankfort, Kentucky 40601.
3. Articles of partnership must be certified by office where articles are filed for record.

SHERMAN B. KELLAR

ATTORNEY AT LAW

305 RIVIERA PLAZA

1818 S. W. FIRST AVE., SUITE 305

PORTLAND, OREGON 97201

TELEPHONE 227-6475

AREA CODE 503

SHERMAN B. KELLAR

MARGARET H. LEEK LEIBERAN

August 19, 1977

SECRETARY OF STATE

RECEIVED
AUG 29 1977

Secretary of State
Capitol Building
Frankfort, Kentucky 40601

Commonwealth of Kentucky


Re: Maple Associates

Dear Mr. Brady:

Pursuant to our recent conversation it is my understanding that this office need not file the assumed business name statement. However, the enclosed check cannot be reworked; therefore would you please cash the enclosed check which includes the \$10.00 filing fee for the assumed business name and refund said amount to this office at your earliest convenience.

Thank you for your cooperation.

Very truly yours,


Jayn Kulle
Secretary to Mr. Kellar

SBK/j

Enclosures

Vol. 40. - 69398

AMENDED AND RESTATED AGREEMENT
OF LIMITED PARTNERSHIP
OF
MAPLE ASSOCIATES

1410
REGISTER'S OFFICE
Milwaukee County, Wis. } ss
FILED

JUL 29 1977
3 25 PM
O'CLOCK M
W. H. B. B. B.
REGISTER OF DEEDS

Parties: George C. Poggel, Jr. (the "General Partner"),
Mary Krehl (the "Former Limited Partner") and
Persons Signatory to this Agreement as Limited
Partners (the "Limited Partners")

W I T N E S S E T H:

WHEREAS, by Agreement dated June 20, 1977, the
Partnership was organized as a Limited Partnership under
the Uniform Limited Partnership Act as enacted in the State
of Wisconsin; and

WHEREAS, the Certificate of Limited Partnership
was filed with the Office of the Register of Deeds for
Milwaukee County, Wisconsin on the 18th day of July, 1977;
and

WHEREAS, the Former Limited Partner desires to
withdraw from the Partnership and the Partnership desires
to return the Former Limited Partner's capital contribution;
and

WHEREAS, in order to commence its intended busi-
ness of acquiring and exploiting mineral rights and invest-
ing in securities, the Partnership requires that additional
capital be made available by Limited Partners on the terms
and conditions hereinafter provided; and

WHEREAS, the parties hereto intend that this Agreement (the "Partnership Agreement") shall amend and restate the prior partnership agreement and desire to execute and file a Certificate of Amendment to the Certificate of Limited Partnership.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein, the parties agree as follows:

ARTICLE I

ORGANIZATION

1.1. Admission and Withdrawal of Partners. The General Partner is and shall be the General Partner of the Partnership. The Former Limited Partner hereby withdraws as a limited partner of the Partnership and the Partnership hereby returns to the Former Limited Partner her capital contribution of \$100.00. The Limited Partners are hereby admitted as Limited Partners of the Partnership. The General Partner and the Limited Partners may sometimes be collectively referred to herein as the "Partners" or, individually as a "Partner".

1.2. Formation of Partnership. The Partnership has heretofore been organized as a limited partnership under the Uniform Limited Partnership Act, as enacted in Wisconsin, and the parties desire that the Partnership shall continue to qualify as a limited partnership thereunder. Promptly following the execution hereof, the General Partner, on behalf of the Partnership and each of the Limited Partners, shall execute or cause to be executed all such certificates and documents, and shall do all such filing, recording, publishing and other acts as may be necessary or appropriate, from time to time, to comply with all requirements for the formation and/or operation of a limited partnership in the State of Wisconsin and all other jurisdictions where the Partnership shall desire to conduct its business. The General Partner shall cause the Partnership to comply with all requirements for the qualification of the Partnership as a limited partnership in any jurisdiction before the Partnership shall conduct any business in such jurisdiction.

1.3. Partnership Name. The name of the Partnership shall be MAPLE ASSOCIATES; provided, however, that, subject to all applicable laws, the business of the Partnership may be conducted under any other name or names deemed necessary or advisable by the General Partner.

1.4. Purposes and Powers of the Partnership. The purposes of the Partnership shall be to engage in the business of owning and exploiting coal rights and to invest in securities. In furtherance of the purposes of the Partnership, the Partnership shall have the power to do any and all other things whatsoever necessary or desirable in connection with the foregoing or otherwise contemplated by this Agreement, but the Partnership shall not engage in any other business except to the extent that such other business is collateral to the business of owning and exploiting coal rights or investing in securities.

1.5. Principal Place of Business and Address. The principal place of business of the Partnership in the State of Wisconsin shall be 411 East Mason Street, Milwaukee, Wisconsin 53202, or such other address or addresses as the General Partner may designate by notice to the Limited Partners. The Partnership may maintain offices and other facilities, from time to time, at such locations, within or without the State of Wisconsin, as may be deemed necessary or advisable by the General Partner.

1.6. Term. Unless sooner dissolved under the other provisions of this Agreement, the Partnership shall continue in existence until, and shall dissolve on, December 31, 2008.

ARTICLE II
CAPITAL CONTRIBUTIONS

2.1. Contributions by the General Partner. The General Partner has contributed the sum of \$1,000.00 to the capital of the Partnership.

2.2. Initial Contributions of the Limited Partners. Concurrently with the execution hereof, each Limited Partner shall contribute to the Partnership, as his initial contribution (an "Initial Contribution"), the amount set forth opposite his name on the signature page hereof in cash. The aggregate amount of Initial Contributions contributed by the Limited Partners is herein referred to as the "Initial Capital Contribution", and the proportion which a limited partner's Initial Contribution bears to the Initial Capital Contribution is herein referred to as a "Proportionate Share". The amount of each Limited Partner's Initial Contribution shall be credited to his capital account.

2.3. Margin Liability.

(a) The Partnership intends to purchase on a leveraged basis, debt obligations of the United States or agencies or instrumentalities thereof (the "Securities") using a portion of the Initial Contributions and from time to time out of its general assets. In connection with such purchases, each Limited Partner shall execute and deliver to the Partnership, simultaneously with the execution and delivery of the Partnership Agreement, a margin loan guarantee in the form annexed hereto as Exhibit B-2 (the "Margin Loan Guarantee") pursuant to which each Limited Partner will be personally liable to the Partnership and to third parties for such Limited Partner's pro rata share (based on such Limited Partner's percentage share of the losses of the Partnership) of any margin calls on the Securities. In the event of any such margin calls, each of the Limited Partners shall, upon demand from the General Partner, contribute to the Partnership an amount equal to such Limited Partner's pro rata share of such margin calls, whether or not the Partnership has sufficient assets to meet such margin calls.

(b) If a Limited Partner shall fail to pay, when due, said Limited Partner's obligations to the Partnership pursuant to the Margin Loan Guarantee (the "Margin Obligations"), said Limited Partner (the "Defaulting Limited Partner") shall be in default under this Agreement and while such default continues, the Partnership (without prejudice to any other right of the Partnership) may elect, in the sole and absolute discretion of the General Partner, any of the following:

(1) To secure another person or persons who shall purchase the Defaulting Limited Partner's interest in the Partnership (the "Defaulted Interest"), pay the Margin Obligations and agree to assume the remaining liabilities of the Defaulting Limited Partner, whereupon such other person(s) shall be admitted as a Limited Partner or Limited Partners in accordance with Section 6.3 of this Agreement in the place and stead of the Defaulting Limited Partner; or, in the event the General Partner shall fail to secure such person or persons, the General Partner shall promptly send written notice (the "Offering Notice") to the Limited Partners other than the Defaulting Limited Partner (the "Other Limited Partners") offering to sell to the Other Limited Partners the Defaulted Interest for the purchase price set forth in Section 2.5 of this Agreement, subject to the assumption of such Defaulting Limited Partner's Margin Obligations. The Other Limited Partners who desire to purchase all or any part of the Defaulted Interest and assume such Defaulting Limited Partner's obligations shall indicate their offer to purchase such of the Defaulted Interest as they desire to purchase by delivering to General Partner written notice thereof within 15 days from the date of mailing by certified or registered mail of the Offering Notice. If the Other Limited Partners shall offer to purchase any of the Defaulted Interest, the General Partner shall promptly arrange for such sale. If the Other Limited Partners shall offer to purchase more

than all of the Defaulted Interest, the General Partner shall apportion the Defaulted Interest pro-rata among the Other Limited Partners who have offered to purchase them (the "Offering Limited Partners") in the same proportion as the Initial Contributions of each of the Offering Limited Partners bear to the Initial Contributions of all Offering Limited Partners. If the Other Limited Partners shall offer to purchase less than all of the Defaulted Interest, the General Partner, in his sole and absolute discretion, may purchase all or part of the remaining Defaulted Interest on the same terms as offered to the Other Limited Partners;

(ii) Not to pay to the Defaulting Limited Partner the distributions, pursuant to Section 3.2 of this Agreement, to which the Defaulting Limited Partner would otherwise be entitled and in lieu thereof to apply the undistributed amount in reduction of the Defaulting Limited Partner's Margin Obligations; or

(iii) To sue the Defaulting Limited Partner to collect the unpaid amount of the Defaulting Limited Partner's Margin Obligations (together with interest thereon from the date such unpaid amount was due, at the highest lawful rate in the State of Oregon, together with all collection expenses, including the reasonable fees and disbursements of counsel for the Partnership for which each Limited Partner hereby agrees to be liable).

For purposes of any provision of this Agreement providing for the consent or action of the Limited Partners, the General Partner shall deem the Defaulting Limited Partner not to be a Limited Partner.

(c) For the purposes of Subsection (b) above, the purchase price for the Defaulted Interest shall be the total amount due and owing or to become due and owing to the

Partnership from the Defaulting Limited Partner pursuant to the Defaulting Limited Partner's Margin Loan Agreement. The purchase price shall be paid currently for that portion of the Defaulting Limited Partner's Margin Obligations which are currently due and as to the balance shall be paid as and when the Defaulting Limited Partner's Margin Obligations become due and payable pursuant to the Margin Loan Guarantee.

2.4. Limited Liability and Capacity of Limited Partners. Except for the obligation to make the Initial Contribution referred to in Section 2.2 and the Margin Obligations referred to in Section 2.3., no Limited Partner shall have any personal liability or obligation for any liability or obligation of the Partnership. No Limited Partner shall be obligated to lend funds to the Partnership for any purpose. No Limited Partner shall be liable for the obligation of any other Limited Partner. No Limited Partner shall take part in the management of the business of the Partnership or transact any business for or in the name of the Partnership, and no Limited Partner shall have the power to sign for or to bind the Partnership. No salary shall be paid to any Limited Partner. No Limited Partner shall have a Partnership drawing account. No Limited Partner shall be entitled to any distribution from the Partnership or to withdraw or demand the return of any part of his capital contributions except as specifically provided for herein.

2.5. Capital Accounts. There shall be established on the books of the Partnership a capital account for each Partner. The capital account for each Partner shall be credited with the capital contributions of such Partner and with the amount of profits allocable to such Partner, pursuant to ARTICLE III hereof, and shall be charged with the amount of all distributions made to such Partner and by the amount of all losses allocable to such Partner, pursuant to ARTICLE III hereof.

ARTICLE III

ALLOCATIONS AND DISTRIBUTIONS OF CASH, PROFITS AND LOSSES

3.1. Definition of Cash Receipts. For purposes of this Agreement, the term "Cash Receipts" shall mean all revenues

received by the Partnership in cash during any year, excluding therefrom the proceeds of any contributions, loans or advances by the Partners to the Partnership.

3.2. Allocation of Cash Receipts. Cash receipts shall be applied by the General Partner in the following order of priority:

(a) To pay debt service on the Partnership's notes, if delivered, to Bitumco Properties, Inc. (including amortization of principal and accrued interest, if any) if delivered in payment of minimum annual royalties, and then to provide a reasonable reserve for such payments in the future;

(b) To pay any outstanding debts and obligations of the Partnership and then to provide a reasonable reserve for such payments in the future;

(c) To pay to the General Partner an initial fee of \$11,000 and ongoing fees (the "Management Fees"), for services rendered as the General Partner to the Partnership, of \$500 per month, plus an additional sum equal to \$.15 per ton of coal mined and sold by the Partnership; and

(d) Anything herein to the contrary notwithstanding, the General Partner may, in his sole discretion, create reasonable reserves for the payment of notes, debts, liabilities, taxes and expenses before making any distribution of Cash Receipts to the Partners as provided for in this ARTICLE III.

(e) To the extent that Cash Receipts available, from time to time, are in excess of amounts paid, committed or reserved for payment, as provided in this Section 3.2, to pay, to the Limited Partners, in accordance with their respective Proportionate Shares, 99% of such Cash Receipts in the year 1977 and 94% of such Cash Receipts in each year thereafter, and to the General Partner, 1% of such Cash Receipts in the year 1977 and 6% of such Cash Receipts in each year thereafter.

3.3. Definition of Profits and Losses. For purposes of this Agreement, the terms "Profits" and "Losses" shall mean, respectively, the net profits and the net losses of the Partnership for Federal income tax purposes, as determined by the Partnership's accountants.

3.4. Allocation of Profits. Profits of the Partnership shall be allocated 99% of such profits in the year 1977 and 94% of such profits in each year thereafter to the capital accounts of the Limited Partners in accordance with their respective Proportionate Shares, and 1% of such profits in the year 1977 and 6% of such profits in each year thereafter to the capital account of the General Partner.

3.5. Allocation of Losses. Losses of the Partnership shall be allocated 99% to the capital accounts of the Limited Partners, in accordance with the respective Proportionate Shares, and 1% to the capital account of the General Partner.

ARTICLE IV

GENERAL PARTNER

4.1. Powers of the General Partner. The management and control of the business and affairs of the Partnership shall be vested exclusively in the General Partner, who shall do all things as he may, in his absolute discretion, determine to be necessary or useful in order to accomplish the purposes of the Partnership and to conduct its business, all in accordance with the provisions hereof and, in furtherance thereof, shall possess and may exercise all of the powers, rights and privileges of a General Partner in a limited partnership under the Uniform Limited Partnership Act as enacted in Wisconsin. In particular, and without limitation of the foregoing, the General Partner, in his sole and absolute discretion, shall have the full right, power and authority, from time to time and at any time, on behalf of the Partnership:

(i) To employ such agents, attorneys and accountants (subject to Section 5.1 hereof) as he shall deem advisable;

(ii) To borrow money in connection with the operations of the Partnership, subject to the provisions hereof;

(iii) To consent to the modifications, renewal or extension of any obligation of any person to the Partnership or of any agreement to which the Partnership is a party or of which it is a beneficiary; and

(iv) To execute, acknowledge and deliver any and all instruments necessary or useful in connection with any or all of the foregoing.

4.2. Services of General Partner. The General Partner shall render to the Partnership such services as are reasonably necessary for the management and conduct of the business of the Partnership. Except as provided in Article III, the sole compensation for performing such services shall be the fees provided for in subparagraph (c) of Section 3.2, payable as therein provided.

4.3. Indemnification of General Partner. The General Partner shall not be liable to the Partnership or to any Limited Partner for any act or omission in good faith and within the scope of the authority conferred by this Agreement. The Partnership shall indemnify and save harmless the General Partner from and against any and all liability, loss, cost, expense or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Partnership in good faith and within the scope of the authority conferred by this Agreement. In particular, and without limitation of the foregoing, the General Partner shall be entitled to indemnification by the Partnership against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by the General Partner in connection with the defense of any suit or action to which the General Partner may be made a party by reason of having been designated or acted as the General Partner to the fullest extent permitted under the provisions of the Partnership Law of the State of Oregon or any other applicable statute.

4.4. Other Activities of the General Partner and the Limited Partners. The General Partner is authorized to manage

the business of the Partnership in conjunction with his other business interests, activities and investments and, subject to the provision of Section 4.2, will not be obligated to devote all or any particular part of his time and effort to the Partnership and its affairs. Except as provided in ARTICLE VIII hereof, neither this Agreement nor any activity undertaken on behalf of the Partnership shall prevent the General Partner or the Limited Partners from engaging in any other activities or businesses or from making investments, whether or not such activities, businesses or investments are similar in nature to the business of the Partnership, whether individually or jointly with others, without any obligation to account to the other Partners for any profits or other benefits derived therefrom, and without having to offer an interest in such activities, businesses or investments to the other Partners.

4.5. Failure to Take Action. The General Partner will not be liable to the Limited Partners for his failure to take any action including, but not limited to, any action which may prevent the foreclosure of all or any portion of the property of the Partnership, on behalf of the Partnership, due to the Partnership's lack of sufficient funds therefor, provided the General Partner gives the Limited Partners prior notice thereof, so that the Limited Partners may, but shall not be obligated to, contribute such funds if they then desire that such action be taken. Moreover, in the event that, after such notice is given, such funds are not contributed to the Partnership by the Limited Partners, the General Partner shall have the power, but shall not be obligated to, (i) sell all or any portion of the property of the Partnership in order to raise such funds or (ii) cause the dissolution of the Partnership or the abandonment of all or any portion of its property or both without any liability whatsoever and without prejudice to any claim they or the Partnership may have against any Limited Partner for the breach of any provision of this Agreement.

ARTICLE V

RECORDS, REPORTS AND TAXES

5.1. Fiscal Year, Accounting and Reports. The fiscal year of the Partnership, for both accounting and Federal income tax purposes, shall be the calendar year and, for accounting and Federal income tax purposes, the Partnership

shall report its operations and Profits and Losses in accordance with the accrual method. At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept full and accurate books of account in which shall be entered fully and accurately each transaction of the Partnership. All of the books of account shall be open to the inspection and examination of the Limited Partners or their representatives, by appointment, during normal business hours. The books of the Partnership shall be audited annually at the expense of the Partnership by such public accounting firm as the General Partner shall designate (any such firm, from time to time, so designated being herein referred to as the "Partnership Accountants") and annual financial statements of the Partnership (including statements of Partnership income and expenditures), as certified by such accountants, shall be transmitted by the General Partner to each of the Limited Partners. The General Partner shall further transmit to each Partner annually, within a reasonable time after the end of each calendar year, a report setting forth (i) such Limited Partner's share of the Partnership's Profits and Losses for such year, and (ii) such Limited Partner's capital accounts as of the end of such year, adjusted pursuant to Section 2.5 hereof. The statements delivered hereunder may be changed, from time to time, to cure errors or omissions and to give effect to any retroactive costs or adjustments. All costs and expenses incurred shall constitute expenses of the Partnership.

5.2. Bank Accounts. The General Partner shall, on behalf of the Partnership, open and maintain a bank account or accounts, all within the United States, in which shall be deposited all of the Capital, Cash Receipts and other funds of the Partnership. All withdrawals from the Partnership's account shall be made only upon checks or instruments signed by the General Partner or such other persons as the General Partner may designate.

5.3. Allocation in Event of Transfer of Partnership Interest During Year. In the event of the transfer of all or any part of a Partnership interest (in accordance with the provisions of this Agreement) at any time other than at the end of the Partnership year, the distributive share, in respect of the Partnership interest assigned, of Partnership income, gains, losses, deductions and credits, as computed both for Partnership accounting purposes and for Federal income tax purposes, will be allocated between the transferor and the transferee, in the same ratio as the number of days in such year before

and after the date of such transfer. The foregoing provisions of this Section will not be applicable to the distributive share, in respect of the Partnership interest assigned, of Partnership income, gains, losses, deductions and credits arising out of (a) the sale or other disposition of all or substantially all of the property of the Partnership or (b) other extraordinary nonrecurring items, all of which will be allocated to the holder of such Partnership Interest on the date such income, gains, losses, deductions and credits are earned or incurred.

5.4. Tax Elections. In the event of a transfer of all or part of the interest of a Limited Partner, the General Partner may elect to adjust the basis of the Partnership's property pursuant to Sections 734, 743 and 754 of the Internal Revenue Code. All other elections required or permitted to be made by the Partnership under the Code shall be made by the General Partner in such manner as will, in the opinion of the Partnership Accountants, be the most advantageous to a majority in interest of the Limited Partners.

ARTICLE VI

WITHDRAWAL AND REPLACEMENT OF PARTNERS AND TRANSFER OF PARTNERSHIP INTERESTS

6.1. General Partner.

(a) The General Partner may not sell, assign or encumber all or any part of his interest in the Partnership or withdraw or retire as the General Partner or voluntarily dissolve or liquidate the Partnership without the prior written consent of all of the Limited Partners.

(b) The General Partner may be removed for cause at any time upon written authorization and notice (specifying the cause for removal) from two-thirds in interest of the Limited Partners (i) if the General Partner shall have committed, or permitted, a material breach of any condition, covenant, representation, warranty or other agreement to be performed, observed or made by the General Partner under this Agreement; or (ii) if the General Partner shall be guilty of incompetence, willful misfeasance, gross negligence or a

material breach of the General Partner's fiduciary obligations to the Partnership. Such removal and elections described in subsection (c) below shall become effective on the thirtieth day after giving of such notice, and each Partner hereby consents thereto. If the General Partner shall be so removed, the business of the Partnership shall be continued subject to and upon the terms and conditions as are set forth in subsection (c) below.

(c) In the event the General Partner shall die or be adjudicated insane or incompetent or withdraw or retire (as permitted by subsection (a) hereof or in contravention of the provisions of this Agreement) or shall prepare to dissolve or liquidate, shall be adjudicated a bankrupt, shall enter into an assignment for the benefit of creditors, or shall have a receiver appointed to administer his interest in the Partnership, or such interest is seized by a creditor prior to the appointment of a successor to the General Partner, or the General Partner is removed for cause as provided by subsection (b) hereof then, in any such event, the General Partner or his legal representative (or in the case of the removal of the General Partner for cause, the representative of the Limited Partners) shall promptly notify the Limited Partners thereof and shall dissolve the Partnership unless all of the Limited Partners shall desire to continue the Partnership and shall appoint a new General Partner as successor to the General Partner. Such successor shall have the right to acquire the General Partner's interest in the Partnership for an amount, determined by the Partnership Accountants, to represent the value of such interest at the date upon which the General Partner died, was adjudicated insane or incompetent, withdrew, retired, was adjudged a bankrupt, entered into an assignment for the benefit of creditors, had a receiver appointed to administer his interest in the Partnership, or such interest was seized by a creditor, as the case may be. The rights hereunder of the Limited Partners to require the determination of such price shall be exercisable only within ninety (90) days after the later of the date as of which the General Partner's interest is to be valued hereunder or the date of notice to the Limited Partners of the event giving rise to such valuation. The acquisition of such interest shall take place, if at all, within forty-five (45) days after the date upon which such valuation is made (provided the Partners are timely notified).

Upon his removal as the General Partner of the Partnership, as provided herein, the General Partner shall have no

further interest as a Partner hereunder except the right to the return of the balance then remaining in his capital account. If the General Partner is removed, his right to any management fee from and after the date of such removal shall terminate and the substitute General Partner shall have the right to terminate, from and after the date of such removal, without penalty to the Partnership, any contract between the Partnership and the General Partner or any affiliate thereof.

(d) Any person who acquires, in any manner whatsoever, except as herein otherwise provided, the interest or any portion thereof of the General Partner, shall not be the General Partner but shall be entitled to become a Limited Partner upon his written acceptance and adoption of all the terms and provisions of this Agreement. Such person shall, to the extent of the Interest transferred to him, acquire no more than such General Partner's share, if any, in the Capital and Profits, and shall bear such General Partner's share of Losses of the Partnership, but shall not acquire any right or interest in any payment or distribution to the Limited Partners, as such, pursuant hereto. No such person shall have any right to participate in the management of affairs of the Partnership or to vote with the other Limited Partners, and the interest acquired by such person shall be disregarded in determining whether action has been taken by any percentage in interest of the Limited Partners.

(e) A successor to the General Partner designated, as herein permitted, shall become and perform the functions of the General Partner hereunder and receive all allocations and distributions of Cash Receipts and Profits due to the General Partner hereunder, it being understood that such person or persons shall become signatories to this Agreement, shall be bound by the terms and conditions hereof, and shall be known as the General Partner for the purposes of this Agreement and otherwise. Any person or persons admitted to the Partnership pursuant to the provisions of this subsection 6.1(e) shall be subject to replacement thereafter in accordance with the provisions of this subsection 6.1.

6.2. Death, Incompetence, Dissolution or Withdrawal of a Limited Party.

(a) Upon the death, legal incompetency, bankruptcy or insolvency of an individual Limited Partner (including a substituted Limited Partner), his legally authorized

personal representative shall have all of the rights of a Limited Partner for the purposes of settling or managing his estate and shall have such power as the decedent, incompetent, bankrupt or insolvent possessed to make an assignment of his interest in the Partnership in accordance with the terms hereof.

(b) Upon bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of any limited partner which is not an individual, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to make an assignment of its interest in the Partnership in accordance with the terms hereof.

6.3. Substitution of Limited Partners. Each of the Limited Partners shall have the right, subject to the provisions of this Section 6.3 and compliance with applicable laws, to sell or assign any or all of his interest in the Partnership to any individual, firm or corporation, whether or not a Partner (except a minor or person adjudged insane or incompetent); provided, however, that (a) such assignment shall be by instrument, in form and substance satisfactory to counsel for the Partnership, including an expression by the assignee of his intention to be substituted as a Limited Partner and his acceptance and adoption of all of the terms and provisions of this Agreement, as the same may be amended from time to time, and providing for the payment otherwise than by the Partnership of all reasonable expenses incurred by the Partnership in connection with such admission, including, but not limited to, the cost of preparing, filing and publishing the necessary amendment or amendments to the Certificate of Limited Partnership, and such assignee executes the Margin Loan Guarantee in the form annexed hereto as Exhibit B-2, (b) the General Partner shall have given his consent to such assignment, and (c) such assignment shall not result in a change of ownership, by reason of sales or exchanges, of fifty (50%) percent or more in the total profits and capital of the Partnership during the twelve (12) month period ending on the date of such assignment. Each substituted Limited Partner shall be entitled to the same rights and powers as were possessed by his assignor, including the right to sell or assign his interest in the Partnership in the same manner and subject to the same conditions.

ARTICLE VII

DISSOLUTION, LIQUIDATION AND TERMINATION

7.1. Dissolution. Except as herein otherwise expressly provided, the Partnership shall be dissolved upon the occurrence of the following events:

(a) The occurrence of any of the events referred to in Section 6.1(c) hereof, unless the Limited Partners shall elect to continue in accordance with the provision of said Section 6.1(c) hereof;

(b) The agreement of all of the Limited Partners;

(c) Failure to appoint a successor General Partner pursuant to Section 6.1 hereof within 120 days; or

(d) The expiration of the term provided in Section 1.6 hereof.

Dissolution shall be effective on the date of the event giving rise to the dissolution, but the Partnership shall not terminate until the assets thereof have been distributed in accordance with the provisions of ARTICLE V hereof and the balance distributed to all the Partners in accordance with their respective capital accounts. The death, insanity, incompetency, bankruptcy or insolvency or similar event of dissolution or liquidation of a Limited Partner shall not dissolve the Partnership.

7.2. Liquidating Trustee. Upon dissolution of the Partnership, the liquidating trustee (which shall be the General Partner, unless he is subject of one of the events set forth in subsection (a) of Section 7.1., in which case a person selected by a majority in interest of the Limited Partners shall be the Liquidating trustee) shall proceed diligently to wind up the affairs of the Partnership and distribute its assets in accordance with the provisions of ARTICLE III hereof. During the interim, the liquidating trustee shall continue to exploit the rights and

properties of the Partnership consistent with the liquidation thereof, exercising in connection therewith all of the power and authority of the General Partner as herein set forth.

7.3. Accounting on Dissolution. Upon dissolution of the Partnership, the liquidating trustee shall cause the Partnership Accountants to make a full and proper accounting of the assets, liabilities and operations of the Partnership as of and through the last day of the month in which the dissolution occurs.

7.4. Liquidation and Termination. As expeditiously as possible, but in no event later than one (1) year after the occurrence of an event of dissolution, the liquidating trustee shall pay all liabilities of the Partnership and establish a reserve, as provided for in subsections (a) and (b) of Section 3.2 hereof, and make the further payments and distributions provided for in ARTICLE III and this ARTICLE VII. Unless agreed to in writing by all of the Partners, the Limited Partners shall have no right to demand and receive property other than cash upon liquidation and the liquidating trustee shall, in any event, have the power to sell Partnership assets for cash in order to provide for payment of liabilities and establishment of a reserve as aforesaid or otherwise. All saleable assets of the Partnership may be sold in connection with any liquidation at public or private sale at such price and upon such terms as the liquidating trustee, in his sole discretion, may deem advisable. Any partner and any partnership, corporation or other firm in which any Partner is, in any way, interested may purchase assets at such sale. Distributions of Partnership assets may be made in cash or in kind, in the sole and absolute discretion of the liquidating trustee.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

8.1. Representations, Warranties and Agreements of the Limited Partners. Each Limited Partner, severally but not jointly, represents, warrants, confirms and agrees with the other Partners hereto as follows:

(a) Such Limited Partner has full right, power and authority to execute and deliver this Agreement and to perform each of his obligations hereunder. This Agreement has been duly executed and delivered by or on behalf of such Limited Partner and constitutes the valid and binding obligation of such Limited Partner in accordance with its terms. Such Limited Partner is not subject to any restriction or agreement which prohibits or would be violated by the execution and delivery hereof or the consummation of the transactions contemplated herein or pursuant to which the consent of any third person, firm or corporation is required in order to give effect to the transactions contemplated herein.

(b) Such Limited Partner (i) has such knowledge of business and financial affairs as is necessary to enable him to understand the highly speculative nature of and the risks attendant to investments in securities, in general, and to an investment in the Partnership, in particular, and to understand the financial, legal and tax implications of the business to be conducted by the Partnership; (ii) has determined, on the basis of consultations with his own legal and tax advisors, that the purchase of an interest in the Partnership is consistent with his own investment objectives and income prospects; and (iii) has access to any and all information concerning the Partnership which he and his legal and tax advisors requested or considered necessary to make proper evaluation of his investment.

(c) Such Limited Partner understands that the Partnership interests being acquired hereunder have not been registered under the Securities Act of 1933, as amended (the "Act"), on the ground that investment in the Partnership is exempt under Section 4(2) of the Act as not involving a public offering. Such Limited Partner represents that he is acquiring his interest in the Partnership for investment for his own account with no present intention of reselling or otherwise disposing of the same and understands that the reliance of the General Partner upon such exemption is predicated upon the lack of such intention. Such Limited Partner further realizes that, in the opinion of the Securities and Exchange Commission, the statutory basis for such exemption would not be present if, notwithstanding such representation, such Limited Partner contemplated acquiring his interest in the Partnership for resale upon the occurrence or nonoccurrence of some predetermined event. In view of such opinion,

such Limited Partner confirms the meaning of his representation to be that he does not now intend to dispose of all or any portion of his Partnership interest, that, to the best of his knowledge and belief, there are no circumstances in the foreseeable future, of which he is now aware, that would require the resale of any portion of such interest and that he will, in no event, sell, transfer or otherwise dispose of his interests in the Partnership or any portion thereof unless, in the opinion of counsel to the Partnership such interest may be legally sold, transferred or otherwise disposed of either without registration or qualification under the Act, or both, and under other applicable state or Federal statutes, or such interest shall either have been so registered or so qualified, or both, and a registration statement shall then be in effect with respect thereto. Such Limited Partner further acknowledges his understanding that no trading market for interests in the Partnership does or will exist at any time and that his interest will, at no time, be transferable without potential adverse tax consequences. Such Limited Partner further understands that the disposition of his interest in the Partnership is also limited by other provisions of this Agreement.

8.2. Representations, Warranties and Agreements of the General Partner. The General Partner, represents and warrants to, and confirms and agrees with, the other Partners hereto that he (i) has full right, power and authority to execute and deliver this Agreement and to perform each of the obligations hereunder; (ii) has duly executed and delivered this Agreement; (iii) has taken all action necessary to constitute this Agreement's valid and binding obligation in accordance with its terms; (iv) is not subject to any restriction or agreement which prohibits or would be violated by the execution and delivery hereof or the consummation of the transactions contemplated herein or pursuant to which the consent of any third person, firm or corporation is required in order to give effect to the transactions contemplated herein; (v) will take all such action as may be necessary in order that the Partnership does and will continue to meet the Internal Revenue Service requirements for advance rulings that the Partnership will be classified as a limited partnership for Federal income tax purposes; (vi) will permit no condition to exist which will make the Partnership unable to meet Internal Revenue Service Requirements for advance rulings that the Partnership will be classified as a limited

partnership for Federal income tax purposes; and (vii) will take all such other action as will enable him to remain the General Partner in the Partnership and perform his obligations hereunder.

8.3. Further Representations and Warranties of the General Partner. The General Partner represents and warrants to the other parties hereto that prior to the date of this Agreement, the Partnership did not engage in any business other than seeking mineral rights for development and exploitation.

ARTICLE IX

GENERAL

9.1. Admission of New Partners. Except as otherwise specifically provided for herein, no new partners may be admitted to the Partnership without the prior consent of the General Partner and all of the Limited Partners.

9.2. Notices. Any notice, consent or other communication required or permitted to be given by any provisions of this Agreement shall be in writing and shall be deemed to have been duly and properly given or served for any purpose only if delivered personally with receipt acknowledged or sent by registered or certified mail, return receipt requested, postage and charges prepaid and addressed to the address set forth opposite such person's name on the signature page hereof.

Partners may change their addresses for the purpose of this Section 9.2 by notice to the Partnership at its principal office in the manner herein provided for. Any such notice, consent or other communication shall be deemed to have been given the day it was (a) deposited in a regularly maintained receptacle for the deposit of United States mail or (b) personally delivered with receipt acknowledged.

9.3. Further Assurances. Each of the parties hereto agrees to execute, acknowledge, deliver, file, record

and publish such further certificates, instruments, agreements and other documents, and to take all such further action as may be required by law or deemed by the General Partner to be necessary or useful in furtherance of the Partnership's purposes and the objectives and intentions underlying this Agreement and shall not be inconsistent with the terms hereof.

9.4. Arbitration. Any dispute arising under, out of, or in relation to, this Agreement or its interpretation, the making or validity hereof or any breach hereof, shall be determined and settled by binding arbitration in Wisconsin pursuant to the rules then obtaining of the American Arbitration Association. Any award rendered shall be final and conclusive and binding upon the parties and a judgment thereon may be entered in any court, state or Federal, having jurisdiction of, and service of process in, the State of Wisconsin.

9.5. Entire Agreement. This instrument incorporates the entire agreement among the parties hereto, regardless of anything to the contrary contained in any Certificate of Limited Partnership or other instrument or notice purporting to summarize the terms hereof, whether or not the same shall be recorded or published.

9.6. Amendments. This Agreement may not be modified or amended except with the consent of the General Partner and a majority in interest of the Limited Partners; provided, however, that when the consent or vote of all of the Limited Partners is required for the taking of action hereunder, the consent of all of the Limited Partners shall be required in order to modify or amend such provisions. Upon the effectiveness of any modification or amendment hereto, all of the Partners, whether or not consenting to such amendment, shall be bound by the terms and provisions thereof, as if they had so consented; provided, however, that no amendment hereof shall be effective to change the obligations or rights of any Limited Partner under Articles II, III and IV without such Partner's consent.

9.7. Gender and Number. Unless the context otherwise requires, when used herein, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa. A person is deemed to include a person, firm or corporation or other entity.

9.8. Benefit. This Agreement is binding upon, and inures to, the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

9.9. Captions. Captions are inserted for convenience only and shall not be given any legal effect.

9.10. Powers of Attorney. Each of the parties hereto, including persons who become parties to this Agreement or become entitled to the benefits of its provision after the date hereof, hereby irrevocably constitutes and appoints the General Partner as his true and lawful representative and Attorney-in-Fact, with full power and authority in his name, place and stead, to make, execute, sign, acknowledge, or swear, deliver, record and file:

(a) Any and all instruments or documents (i) referred to in Section 1.2 hereof, or (ii) that may be appropriate to reflect (1) a change in the name or the location of the principal place of business of the Partnership, (2) the disposition by a Partner of his interest in the Partnership or any part thereof, (3) the substitution or addition of a person becoming a Partner of the Partnership, (4) a distribution in reduction of the capital contribution of a Partner, and (5) a change in the capital of the Partnership;

(b) Any and all amendments or modifications of the instruments described in subsection 9.10(a) hereof;

(c) All documents and instruments which may be required to effect the dissolution and termination of the Partnership in accordance with this Agreement; and

(d) All such other documents or instruments, including, but not limited to, instruments of conveyance the General Partner deems necessary or appropriate in the conduct of the Partnership's business.

The foregoing Power-of-Attorney shall be deemed to be coupled with an interest and shall survive the death, insanity, incompetency, legal incapacity, bankruptcy, insolvency or dissolution of any party hereto, including, without limitations, a Limited Partner and the assignee of his interest in the Partnership.

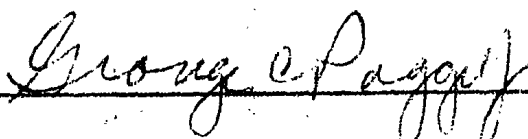
In addition, each Limited Partner hereby agrees to execute and deliver to the General Partner, within five (5) days after receipt of the General Partner's request therefor, such other and further powers of attorney, and other instruments which the General Partner deems necessary to comply with any laws, rules or regulations relating to the formation of the Partnership or the conduct of business by the Partnership.

Notwithstanding the foregoing provisions of this Section 9.10, when acting in a representative capacity, the General Partner shall have no right, power or authority to amend or modify this Agreement, except for amendments which are not of a material nature and do not affect the rights of the Limited Partners in any material respect or manner.

9.11. Execution. This Agreement may be executed in any number of counterparts, and each such counterpart will, for all purposes, be deemed an original instrument but all such counterparts together will constitute but one and the same agreement.

WE, THE UNDERSIGNED, declare under penalty of perjury that we have examined the Certificate and Agreement of Limited Partnership and to the best of our knowledge and belief it is true, correct and complete.

GEORGE C. POGGEL, JR., General Partner



411 East Mason Street
Street

Milwaukee, Wisconsin 53202
City, State

396-26-6960
Social Security #

MARY KREHL, Former Limited Partner

Mary Krehl

411 East Mason Street
Street

Milwaukee, Wisconsin 53202
City, State

399-58-2947
Social Security #

STATE OF NEW YORK

County of New York

On this 21st day of July, 1977, before me
personally came George C. Paygel, Jr., to me known
to be the individual described in, and who executed, the fore-
going instrument, and acknowledged that he executed the same.
Subscribed and sworn to before me.

Susan Mamelok
Notary Public for
My Commission expires: _____

SUSAN MAMELOK
NOTARY PUBLIC, State of New York
No. 31-4633852
Certificate filed in New York County
Commission Expires March 30, 1978

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

On this 21st day of July, 1977, before me personally came Mary Krehl, former Limited Partner of Maple Associates to me known to be the individual described in and who executed the foregoing instrument, subscribed and sworn to before me, July 21, 1977.

Betty B. Roads
Notary Public
My Commission Expires May 4, 1980

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 21st day of July, 1977, before me personally came George C. Poggel, Jr., Attorney-in-Fact for the Limited Partners of Maple Associates, to me known to be the individual described in and who executed the foregoing instrument as Attorney-in-Fact, and acknowledged that he executed the same and is in fact, Attorney-in-Fact for the Limited Partners.

Susan Mamelok
Notary Public

SUSAN MAMELOK
NOTARY PUBLIC, State of New York
No. 31-4633852
Certificate filed in New York County
Commission Expires March 30, 1978

LIMITED PARTNERS

AMOUNT

NAME

\$ 25,000	* MR. VAN RY
51,000	* MR. HARLOW
17,000	* MR. HOLBROOK
17,000	* J.T. DOVORANY
17,000	* C.A. WHITEHURST, JR.
17,000	* S.H. KOHLER
17,000	* MR. ROBERT SCHLOSSMANN
17,000	* MRS. BETTY Z. TROMBETTA
34,000	* DR. RICHARD BOURNE
17,000	* DR. COLELLA
17,000	* MR. J. WIEN
17,000	* J & B PARTNERSHIP
17,000	* DR. FRENCH
8,500	* DR. BUEHLER
8,500	* MR. BOLLINGER
17,000	* MR. W. HEIDT
25,500	* MR. E. BORCH
17,000	* MR. I. PARENT
51,000	* MR. J. McCAULEY
17,000	* MR. B. RUBIN
<u>17,000</u>	
\$ 459,000	

* By: George C. Poggel, Jr.
George C. Poggel, Jr.
as Attorney-in-Fact

Limited Partnership filed on 7-18-77 #1403
this instrument was drafted by.. Wm. H. Alverson