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CLERK OF STATE

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CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF IDAHO       )  
                              : ss.  
County of Ada        )

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho, certifies as follows:

1. The name of the limited partnership is "Geolinear, Ltd."
2. The character of the business of the limited partnership is to hold, acquire, develop, transfer and convey real property interests, including, without limitation, oil, gas, mineral, geothermal, and other natural resource interests and fee interests in real proeprty and to carry on such other activites as may lawfully be carried on by limited partnerships including such other activites as are ncessary or helpful to obtain the foregoing purpose.
3. The principal place of business of the limited partnership is 1755 Westgate Drive, City of Boise, County of Ada, State of Idaho.

4. The name and place of residence of each general partner is as follows:

<u>Name</u>	<u>Address</u>
J. L. Terteling	Route 1, Peaceful Cove Boise, Idaho 83702

5. The name and place of residence of each limited partner is as follows:

<u>Name</u>	<u>Address</u>
J. L. Terteling	Route 1, Peaceful Cove Boise, Idaho 83702

<u>Name</u>	<u>Address</u>
J. N. Terteling	Route 1, Peaceful Cove Boise, Idaho 83702
S. L. Terteling	Route 1, Peaceful Cove Boise, Idaho 83702
T. E. Terteling	Route 1, Peaceful Cove Boise, Idaho 83702
A. J. Terteling	Route 1, Peaceful Cove Boise, Idaho 83702

6. The limited partnership shall commence on January 1, 1981, and shall continue until the happening of any of the following events, whichever shall first occur:

- (a) The sale or disposition of all of the limited partnership property;
- (b) The unanimous consent of all partners; or
- (c) The death, incompetency, insanity, bankruptcy (voluntary or involuntary), resignation or withdrawal of the general partner.

7. The amount of cash contributed by each limited partner is as follows:

<u>Name</u>	<u>Amount</u>
J. L. Terteling	\$1,000 cash
J. N. Terteling	\$1,000 cash
S. L. Terteling	\$1,000 cash
T. E. Terteling	\$1,000 cash
A. J. Terteling	\$1,000 cash

and that no other property has been contributed to the partnership by any limited partner.

8. The limited partners are not obligated to contribute any specific additional sums to the limited partnership. However, the general partner has the right to call for additional contributions to capital of the limited partnership for purposes stated in paragraph 2.2 of the Limited Partnership Agreement. The amount of such additional contribution and the time or times upon which such additional contributions shall be made is at the discretion

of the general partner.

9. No specific time has been agreed upon for the return of all or any portion of a partner's capital contribution, except upon termination of the partnership or withdrawal of a limited partner from the partnership, in which event the Limited Partnership Agreement sets forth the manner in which the sum paid to such partner is determined.

10. The share of profits or other compensation by way of income which each limited partner shall receive by reason of his contribution to the limited partnership is equal to the product of the sharing ratio of each partner (determined by dividing the total capital of the partnership into the individual partner's capital account as the same exists at the time of the computation of the profits and losses) multiplied by the distributable net cash flow of the partnership as that term is defined in paragraph 3.2 of said Limited Partnership Agreement.

11. A limited partner may substitute an assignee as contributory in his place only if the assignee is such limited partner's respective spouse or child. No further transfers are allowed. Provided, however, that until such transferee executes and delivers to the partnership a counter-part of the Limited Partnership Agreement, the partnership is not bound by such assignment. No transfer shall be effective unless there has been furnished to the general partner evidence in form and substance satisfactory to the general partner (which shall, if requested by the general partner, include an opinion of counsel satisfactory to the general partner at the expense of the person desiring such transfer) that:

- (a) The proposed transfer is exempt from the registration requirements of the Securities Act of 1933, as amended;

- (b) The proposed transferee accepts in writing all terms and provisions of the Limited Partnership Agreement, and acknowledges that the allocation of partnership profit and loss between him and his transferor for the year of transfer shall be in proportion to the number of days in the calendar year in which each was recognized by the partnership as the holder of the interest in question, or setting forth such other allocation permitted by the IRC to which the transferor and transferee have agreed (provided that the partnership shall not be obligated to incur any expense to provide accounting information not otherwise called for in this Agreement to facilitate any other method of allocation);
- (c) The proposed transferee is a resident of a specified state and the proposed transfer will not result in a violation of the applicable securities laws of such state, or any other applicable state blue sky or other securities laws;
- (d) The proposed transferee is not a minor or an incompetent;
- (e) Notwithstanding such transferee's execution of a counter-part of the Limited Partnership Agreement, no such transferee shall become a limited partner in this partnership unless the general partner shall execute a written consent to that person becoming a limited partner herein.

12. With the written consent of the general partner, other persons may become limited partners to this limited partnership by executing (together with said partner's spouse, if any) a counter-part of the Limited Partnership Agreement and by executing an Amended Certificate of Limited Partnership for filing in each county in which the limited partnership may deem a place of business. Said incoming limited partner thereunder concurrently with his execution of the documents referred to above and the payment to the limited partnership of the contribution to capital of the limited partnership required by the general partner on the terms required by the general partner in order to obtain consent to the addition to such person to the limited partners.

13. No limited partners have priority over other limited partners as to contributions or as to compensation by way of income.

14. Upon the death, retirement, insanity or serious mental illness of a general partner, if there be only one general partner, there is no right given by the Limited Partnership Agreement to continue the business. If there be more than one general partner, the business may be continued upon the death, retirement or insanity of one of the general partners.

15. The limited partners are given no right to demand or receive property other than cash in return for their contributions to the capital of the Limited Partnership.

DATED this 1 day of January, 1981.

GENERAL PARTNER:

*J. L. Terteling*  
J. L. Terteling

LIMITED PARTNERS:

*J. L. Terteling*  
J. L. Terteling

*J. N. Terteling*  
J. N. Terteling

*S. L. Terteling*  
S. L. Terteling

*T. E. Terteling*  
T. E. Terteling

*A. J. Terteling*  
A. J. Terteling

STATE OF IDAHO )  
 ) ss.  
County of Ada )

I, LELA E. LOWER, a notary public, do hereby certify that on this \_\_\_/\_\_\_ day of January, 198\_\_\_, personally appeared before me J. L. TERTELING, who being by me first duly sworn, declared that he is the General Partner and a Limited Partner of GEOLINEAR, LTD., that he signed the foregoing document as the General Partner and a Limited Partner of the partnership, and that the statements therein contained are true.

Lela E. Lower  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 5-20-83

STATE OF IDAHO )  
 ) ss.  
County of Ada )

I, LELA E. LOWER, a notary public, do hereby certify that on this \_\_\_/\_\_\_ day of January, 198\_\_\_, personally appeared before me J. N. TERTELING, who being by me first duly sworn, declared that he is a Limited Partner of GEOLINEAR, LTD., that he signed the foregoing document as Limited Partner of the partnership, and that the statements therein contained are true.

Lela E. Lower  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 5-20-83

STATE OF IDAHO )  
                  ) ss.  
County of Ada )

I, LELA E. LOWER, a notary public, do hereby certify that on this \_\_\_\_/\_\_\_\_ day of January, 198\_\_\_\_, personally appeared before me S. L. TERTELING, who being by me first duly sworn, declared that he is a Limited Partner of GEOLINEAR, LTD., that he signed the foregoing document as Limited Partner of the partnership, and that the statements therein contained are true.

Lela E. Lower  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 5-23-83

STATE OF IDAHO )  
                  ) ss.  
County of Ada )

I, LELA E. LOWER, a notary public, do hereby certify that on this \_\_\_\_/\_\_\_\_ day of January, 198\_\_\_\_, personally appeared before me T. E. TERTELING, who being by me first duly sworn, declared that he is a Limited Partner of GEOLINEAR, LTD., that he signed the foregoing document as Limited Partner of the partnership, and that the statements therein contained are true.

Lela E. Lower  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 5-23-83

STATE OF IDAHO )  
                  ) ss.  
County of Ada )

I, LELA E. LOWER, a notary public, do hereby certify that on this \_\_\_\_/ day of January, 198\_\_\_\_, personally appeared before me A. J. TERTELING, who being by me first duly sworn, declared that he is a Limited Partner of GEOLINEAR, LTD., that he signed the foregoing document as Limited Partner of the partnership, and that the statements therein contained are true.

Lela E. Lower

Notary Public for Idaho

Residing at Boise, Idaho

My Commission Expires: 5-23-83