

CERTIFICATE OF LIMITED PARTNERSHIP  
OF GEOLINEAR EXPLORATION LIMITED PARTNERSHIP RECEIVED  
SEC. OF STATE

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Intending to amend the Geolinear Exploration Partnership Agreement to provide that the arrangement established thereby is a limited partnership formed under and in accordance with the Idaho Limited Partnership Act (Idaho Code Title 53, Chapter 2) ("the Act") and to form such limited partnership, GEOLINEAR CORPORATION, a Nevada corporation and THE TERTELING COMPANY, INC., an Idaho corporation, execute this Certificate of Limited Partnership:

1. The name of the limited partnership is GEOLINEAR EXPLORATION LIMITED PARTNERSHIP.

2. The general character of the business of the limited partnership is to acquire, own, explore, develop and operate oil and gas properties and to produce and sell oil, gas and associated substances therefrom.

3. The name and address of the registered agent of the limited partnership for service of process required by Section 53-2040, Idaho Code, is J. L. Terteling, Suite 706, 877 West Main Street, Boise, Idaho 83702, an individual resident of the State of Idaho.

4. The names and business addresses of each partner are as follows:

The General Partner: Geolinear Company, a Nevada corporation, Suite 1100, 1515 Arapahoe St., Denver, Colorado 80202.

The Limited Partner: The Terteling Company, Inc., an Idaho corporation, Suite 706, 877 West Main Street, Boise, Idaho 83702.

5. The Limited Partner will contribute \$1,250,000, in cash. The General Partner is not obligated to make any contribution.

6. Neither Partner has agreed to make any additional contributions except that, upon the dissolution of the Partnership, the General Partner is required to contribute to the Partnership an amount equal to the lesser of (i) the deficit which may exist in the General Partner's capital account at such time (after taking into account the allocation of all tax items through the date of the liquidation), and (ii) 1.01% of the capital contributions made in cash by the Limited Partner.

7. The Limited Partner has the power to grant the right to become a limited partner to an assignee of any part of its partnership interest only upon the prior written consent of the General Partner.

8. Each partner has the right to terminate its membership in the limited partnership at the end of any fiscal year of the partnership upon written notice of such intention, served upon the other Partner at least 60 days before the end of such fiscal year, in which event the partnership interest of the partner electing to terminate may be purchased at its fair market value by the remaining partner, failing which the partnership will terminate.

9. No Partner has the right to receive distributions of property, including cash, from the limited partnership, other than its partnership share of partnership profits, except in the event of the termination and liquidation of the partnership.

10. No partner has the right to receive, and the General Partner does not have the right to make, distributions to a Partner which include a return of all or any part of the Partner's contribution, except upon the termination and liquidation of the partnership.

11. The limited partnership will be dissolved and its affairs wound up on December 31, 2009, unless earlier terminated by the first to occur of one of the following:

(1) The election of one Partner to resign from the partnership and the failure or refusal of the other Partner to purchase the resigning Partner's partnership interest within 30 days after receipt of the resigning Partner's notice of resignation;

(2) The filing by or against a Partner of a petition in bankruptcy, or any action by a Partner to compound its debts other than by payment of the full amount thereof;

(3) The happening of any event which makes it unlawful for the partnership business to be continued;

(4) The happening of any event which would cause the dissolution of an Idaho limited partnership under the Act;  
or

(5) The agreement of the Partners.

12. The limited partnership is to confirm that the relationship established by the Geolinear Exploration Partnership Agreement dated November 1, 1983 between Geolinear Company and

The Terteling Company, Inc. has been amended to that established by an Idaho limited partnership.

EXECUTED this 15<sup>th</sup> day of August 1989.

THE TERTELING COMPANY, INC.

ATTEST:

F.A. Inouye  
Secretary

By PC Miller  
Vice President

GEOLINEAR COMPANY

ATTEST:

F.A. Inouye  
Secretary

By Morgan  
Vice President

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

On this 15<sup>th</sup> day of August, in the year 1989,  
before me Beverly Renfro, a Notary Public, personally  
appeared Muhammad Hussain, known to me to be the  
Vice President of GEOLINEAR COMPANY, who executed the within  
instrument on behalf of said corporation and acknowledged to me  
that such corporation executed the same.

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

My commission expires:

~~October 13, 1992~~

My Commission expires October 13, 1992

Beverly A. Renfro  
Notary Public  
Residing at: Denver, Colorado

STATE OF IDAHO )  
COUNTY OF Ada ) ss.

On this 11 day of August, in the year 1989,  
before me RR RICKETTS, a Notary Public, personally  
appeared RC MILES, known to me to be the  
Vice President of THE TERTELING COMPANY, who executed the  
within instrument on behalf of said corporation and acknowledged  
to me that such corporation executed the same.

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

My commission expires:

9/23/94

RR Ricketts  
Notary Public  
Residing at: Boise, Id