

CERTIFICATE OF LIMITED PARTNERSHIP

GJ ENTERPRISES, A LIMITED PARTNERSHIP

We, the undersigned, desiring to form a Limited Partnership pursuant to the Uniform Limited Partnership Act as set forth in Title 53 of the Idaho Code, do hereby certify:

1. The name of the Partnership is GJ ENTERPRISES, A LIMITED PARTNERSHIP.

2. The character of the business intended to be transacted by the Limited Partnership is to procure contracts, supervise and administer the contracts, and to handle all related businesses or services associated with the land surveying profession, so long as all actual surveying is done only by the limited partner or partners, and so long as the Limited Partnership will not hold itself out as a qualified or licensed surveyor at any time hereafter. In furtherance of and not in limitation to the above enumerated powers, the Limited Partnership shall have all other powers to engage in any authorized business permitted under the Uniform Partnership Law of Idaho.

3. The location of the principal place of business is Cascade, Idaho, until such time as it is changed by designation of the General Partner.

4. The initial registered agent of the Limited Partnership is as follows:

<u>Name</u>	<u>Address</u>
Gloria J. Ringel	HC 71 Cascade, Idaho 83611

5. The name and place of residence of each General Partner interested in the Partnership is as follows:

<u>Name</u>	<u>Place of Residence</u>
Gloria J. Ringel	HC 71 Cascade, Idaho 83611

6. The name and place of residence of each Limited Partner interested in the Partnership are as follows:

<u>Name</u>	<u>Place of Residence</u>
Ringel & Associates, P.A.	117 S. Main Street P.O. Box 742 Cascade, Idaho 83611

7. The Partnership shall have perpetual existence, unless terminated according to Title 53 of the Idaho Code, or by the terms of the Limited Partnership Agreement.

8. The contribution by each Limited Partner interested in the Partnership is as follows:

<u>Name</u>	<u>Contribution to Partnership</u>
Ringel & Associates, P.A.	All surveying instruments and equipment necessary to perform land surveying; the present personnel, expertise and certificates to lawfully engage in the land surveying business at any time in the future, so long as only the limited partner or partners are represented to the public or contracting parties as engaged in the actual surveying services. \$2,000.00

9. The General Partner's initial contribution is as follows:

<u>Name</u>	<u>Contribution to Partnership</u>
Gloria J. Ringel <i>\$2,500.00</i>	Present commitment to devote her expertise, time and efforts to Limited Partnership; all typewriters, clerical supplies and office equipment.

10. The share of profits or other compensation by way of income which each Limited Partner interested in the Partnership shall receive is as follows:

<u>Name</u>	<u>Interest in Partnership Profits</u>
Ringel & Associates, P.A.	40%

11. A Limited Partner may substitute an assignee as a contributor in his place, only upon obtaining the written consent of the General Partner and complying with the appropriate provisions of the Uniform Limited Partnership Act of the State of Idaho, including the filing of an appropriate amended Certificate of Limited Partnership.

12. No Limited Partner shall have the right to receive anything but cash, or contributed equipment of him, upon the termination or dissolution of the partnership.

13. The General Partner has the right to admit additional Limited Partners, only upon written notification to the then existing Limited Partners and complying with the appropriate provisions of the Uniform Limited Partnership Act of the State of Idaho, including the filing of an appropriate amended Certificate of Limited Partnership.

14. No Limited Partner shall enjoy priority over any other Limited Partner as to contributions or as to compensation by way of income.

15. Upon the death, retirement or incapacity of the General Partner, the Partnership shall dissolve.

16. The Limited Partnership shall terminate or dissolve as follows:

(a) The sale of all or substantially all of the Partnership assets.

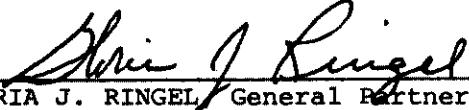
(b) Upon the bankruptcy, death, incapacity or removal of the General Partner.

(c) Upon the decision of the General Partner, with the consent of the Limited Partners, to dissolve the Partnership.

(d) Upon unanimous consent of all the Limited Partners to dissolve the Partnership, which consent shall be executed in writing.

17. The rights and liabilities of the General and Limited Partners, and the business and functions of the Partnership are more fully set forth in the Agreement of Limited Partnership to which reference is hereby made.

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the day and year occurring after the signature of each.


GLORIA J. RINGEL, General Partner
Date:

RINGEL & ASSOCIATES, P.A.


FREDRICK D. RINGEL, President
Date:

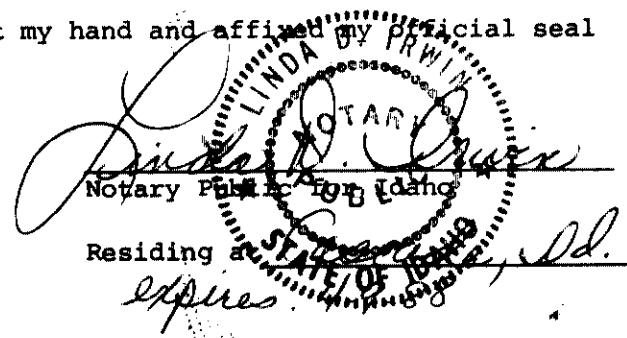
STATE OF IDAHO)

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COUNTY OF VALLEY)

On this 13th day of May, 1987, before me a Notary Public in and for said State, personally appeared GLORIA J. RINGEL, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as a General Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.


LINDA RINGEL
NOTARY PUBLIC FOR IDAHO
Residing at STATE OF IDAHO, Id.
expires: 4-9-88

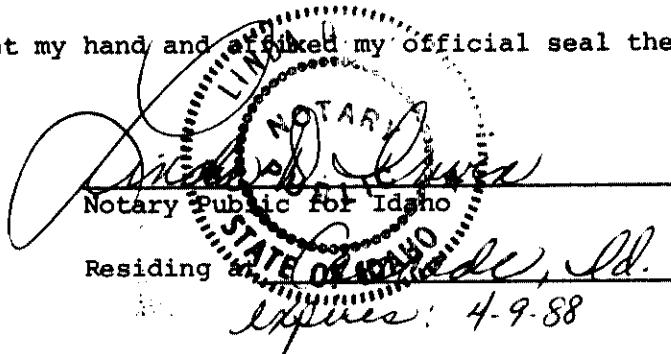
STATE OF IDAHO)

ss

COUNTY OF VALLEY)

On this 13th day of May, 1987, before me a Notary Public in and for said State, personally appeared FREDRICK D. RINGEL, known to me to be the President of RINGEL & ASSOCIATES, P.A., the Corporation that executed the foregoing instrument, and to duly acknowledge to me that he executed the same for and on behalf of said Corporation as a Limited Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.


FREDRICK D. RINGEL
NOTARY PUBLIC FOR IDAHO
Residing at STATE OF IDAHO, Id.
expires: 4-9-88