

CERTIFICATE OF LIMITED PARTNERSHIP

TRACE ENVIRONMENTAL SERVICES LIMITED PARTNERSHIP

The undersigned, acting on behalf of the State of Idaho, individually and on behalf of Delta Group, Inc. as General Partner of Trace Environmental Services Limited Partnership and as the Limited Partners' duly appointed agent and attorney-in-fact, desiring to form a limited partnership pursuant to the laws of the State of Idaho, Idaho Code sections 53-201 et seq., certify as follows:

1. The name of the limited partnership is Trace Environmental Services Limited Partnership.

2. The purpose of the limited partnership is to provide working capital to Trace Environmental Services, Inc., an Idaho corporation, through long term loans to the corporation and purchase of the corporation's common stock.

3. The registered agent for service of process required by the provisions of Idaho Code section 53-204 is Delta Group, Inc., an Idaho corporation, 230 South Cole Road, Boise, ID 83709.

4. Each partner's name and address, cash contribution by amount are as follows:

General Partner

DELTA GROUP, INC., 230 S. Cole Road, Boise, ID 83709, \$0.00. The General Partner has made no contribution to the capital of the partnership.

Limited Partners

1. Benjamin C. Allen, 2494 Abington Rd., Columbus, Ohio 43221; (614) 486-4824; \$11,000.00.
2. Michael Andrisani, 8600 La Mesa Blvd., La Mesa, California 92401; (619) 469-3822; \$2,000.00.
3. Italia F. Birkinsha, P.O. Box 523, Inyokern, California 93527; (619) 377-5454; \$3,000.00.
4. International Central Bank & Trust, Trustee fbo Bruce V. Baumann, CPI # 01-C02200-00001-00-5, 15253 Bake Parkway, Irvine, California 92718-2502; (714) 768-9300; \$10,000.00.
5. Carolyn K. Buttolph, 41376 Evergreen Dr., Fairfax, Virginia 22032; (703) 591-5157; \$2,000.00.
6. C & J Enterprises, 7324 Reseda Blvd., #215, Reseda, California 91335; (818) 349-3714; \$2,000.00.
7. Monte B. Curtis, 5 Hanten Drive, Mankato, Minnesota 56001; (507) 388-8313; \$6,000.00.

8. Wm. J. and Joyce B. Davis, 35 Iron Forge East, Pompton Lakes, New Jersey 07442; (201) 831-9107; \$2,000.00.
9. Charles A. Decker, 1030 W. Chestnut St., Union, New Jersey 07083; (201) 686-5020; \$4,000.00.
10. Edwin S. Dethlefsen, 809 Curtis St., E, Tampa, Florida 33603; (813) 238-7156; \$2,000.00.
11. John E. and Clela J. Deubeck, 9668 Timberleaf, Dallas, Texas 75243; (214) 349-1706; \$15,000.00.
12. Joseph DiLauro, 1604 Highbridge Rd., Cuyahoga Falls, Ohio 44223; (216) 923-4725; \$7,000.00.
13. Jack R. and Julia S. Doney, 551 Clinton Rd., Jackson, California 95642; (209) 223-3171; \$2,000.00.
14. Robin B. and Betty C. Hatfield, Trustees, UTD 4/10/87 FBO the Hatfield Family Trust, 544 1/2 Plumosa Ave., Vista, California 92083; (619) 727-1002; \$1,000.00.
15. Arthur W. Jones, 320 Mt. Alverno Rd., Media, Pennsylvania 19063; (215) 565-6944; \$1,000.00.
16. Raymond J. Jones, Rt. 7, Box 581, Golden, Colorado 80403; \$1,000.00.
17. John Albert and Elizabeth Ann Leland as Trustees UDT 1/13/82, fbo The Leland Family Trust, 12001 Weatherby Rd., Los Alamitos, California 90720; (213) 431-7994; \$2,000.00.
18. Robert F. Martin, Route 1, Box 10-5, Eastsound, Washington 98245; (206) 376-4352; \$1,000.00.
19. Robert A. and Betty J.; McClenathen, Trustees v/a 7/1/87, 1832 Arrowhead Dr. Paradise, California 95969; (916) 872-1446; \$1,000.00.
20. Patricia D. and Stanley J. Murphy, 1607 Elm St. North, Fargo, North Dakota 58102; (701) 234-9427; \$8,000.00.
21. Ann V. Nitterhouse, 1301 S. 3rd Ave, #9A, Sequim, Washington 98382; (206) 683-9661; \$1,000.00.
22. Ralph B. Olson, et ux, 22 Orinda Vista Dr., Oakland, California 94605; (415) 569-4501; \$1,000.00.
23. Eldon N. and Genevieve P. Prentice, 1137 E. Nawada St., Appleton, Wisconsin 54911; (414) 733-4703; \$1,000.00.
24. Rodney E. Reel, 18623 48th Pl. South, Seattle, Washington 98188; (206) 244-5574; \$1,000.00.
25. Fred L. Rosenstiel, 615 W. 113th St., Apt. 44, New York, New York 10025; (212) 866-3705; \$2,000.00.
26. Martin Seidenfeld, 906 Harrison Blvd., Boise, Idaho 83702; (208) 343-3475; \$2,000.
27. M. E. Skelley, Box 9576, Payette, Idaho 83661; (208) 642-2794; \$10,000.
28. Michael S. and Claire L. Simmons, 416 S. Ardmore Ave., Villa Park, Illinois 60181; (312) 530-2169; \$1,000.00.
29. David F. and Patsy A Suter, 42 Puddingstone Dr., Boonton, New Jersey 07005; (201) 335-8860; \$2,000.00.
30. Susan Tarallo, 31 Jackson Dr., Danbury, Connecticut 06811; (203) 744-2937; \$2,000.00.
31. Gerald and Billie Jo Tighe, 913 Madison Ave. East, Stuart, Florida 34996; (305) 283-4003; \$3,000.00.

32. TND Electronics, Inc., 2624 Windmill Dr., Yorktown Heights, New York 10598; (914) 248-8778; \$5,000.00.
33. Irene U. Williams, 6818 Lake Cable N.W., North Canton, Ohio 44720; (216) 494-0248; \$1,000.00.
34. Wilton B. Watson, 405 Browning Rd., Hendersonville, North Carolina 28739; (704) 891-5106; \$2,000.00.
35. Wm. G. and Eva H. West, Trustees fbo W & E West Trust, 705 Bliss Ave., Pittsburgh, California 94565; (408) 649-8891; \$4,000.00.
36. Ralph B. Wood, 43 Longwood Dr., Delmar, New York 12054; (518) 439-2013; \$5,000.00.
37. Robert J. and Florence D. Yunker, 10616 322nd Ave. S.W., Seattle, Washington 98146; (206) 244-9997; \$1,000.00.

5. The contributions of the partners are in cash, are final, and there is no agreement for further contributions.

6. The Limited Partnership Agreement imposes restrictions on transfer of partnership interests which are described below.

"No Limited Partner shall assign, sell, or otherwise dispose of, and no Limited Partner shall have the right to substitute an assignee in his place except as permitted" (8.01 Transfer of Limited Partnership Interest.) by the Limited Partnership Agreement which provides as follows:

"6.07 Purchase and Resale of Units by the General Partner.
The General Partner may purchase Limited Partnership Units in the Partnership on its own behalf pursuant to the original offering, or directly from any Limited Partner in accordance with section 8.01 hereof, provided, however, that the General Partner may not purchase additional Limited Partnership Units on its own behalf if such purchase will result in the General Partner's owning more than twenty-five (25%) percent of the total Partnership Units. Any such Limited Partnership Units owned by the General Partner may not be resold by the General Partner without first offering the same to any other Partners, but such transfer shall be subject to the restrictions applicable to the transfers of Units by Limited Partners set forth in Article VIII hereof."

Article VIII, section 8.01 of the Limited Partnership Agreement provides as follows:

"(a) Fractionalization of Units is prohibited and there shall be no transfer of partial interests.

(b) A Limited Partner may assign his Limited Partnership Units to any assignee and such assignment shall be effective as of the last day of the month in which a written notice of such assignment is received by the General Partner; provided, however, that such assignee shall not become a substituted Limited Partner

in this Limited Partnership unless the General Partner consents in writing to said substitution and unless such assignee complies with all of the terms and conditions provided for in section 8.02(c) below and any other terms or conditions which the General Partner deems desirable or convenient. In this connection, the granting or withholding of consent to substitution shall be at the sole discretion of the General Partner even if the proposed assignee meets the requirements of subparagraph (c) of this section 8.01. The decision of the General Partner in this regard shall be final and conclusive.

(c) An outside purchaser or transferee shall not be substituted as a Limited Partner except upon satisfaction of the following conditions:

- (1) Delivery to the General Partner of satisfactory evidence that the proposed transferee qualifies under the requirements of investor qualifications delivered concurrently here with or will succeed to all of the assets of the assigning Limited Partner;
- (2) The assignment instrument being in form and substance satisfactory to the General Partner;
- (3) The assignee or assignees named therein executing and acknowledging such other instrument or instruments that the General Partner may deem necessary or desirable to effectuate such admission;
- (4) The written acceptance and adoption by the assignee or assignees of all of the terms of this Agreement, as the same may have been amended;
- (5) Such assignee paying or obligating himself to pay, as the General Partner may determine, all reasonable expenses connected with such admission, including, but not limited to, legal fees and costs (which costs may include, for example, the cost for filing and publishing any amendment to the Certificate of Limited Partnership)."

Section 8.02 of the Limited Partnership Agreement provides as follows:

"No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except a Limited Partner who assigns his interest must evidence his intention that his assignee be admitted as a substituted Limited Partner in his place and execute any instruments required in connection therewith."

Section 8.03 of the Limited Partnership Agreement provides as follows:

"Anything contained to the contrary notwithstanding, no Limited Partner shall be entitled to sell, assign, transfer or convey his interest in the Partnership if, in the opinion of the General Partner or its accountants, such sale, assignment, or transfer would result in the termination of the Partnership for tax purposes under Internal Revenue Code Section 708(b)(1)(B) and applicable Treasury Regulations. Any attempted sale, assignment or transfer in violation of this section 8.03 shall be void 'ab initio'."

Section 8.04 of the Limited Partnership Agreement provides as follows:

"The General Partner shall cause the Certificate of Limited Partnership to be amended each quarter in which a person has been admitted to the Partnership as a substituted Limited Partner. In the case of an assignment where the assignee does not become a substituted Limited Partner, the Partnership shall recognize the assignment not later than the first day of the calendar month following the receipt of notice of assignment and all other documentation required hereunder."

"Article XI - Death, Incompetency or Dissolution of a Limited Partner" provides as follows:

"11.01 Individual Limited Partners. Upon the death, insolvency, bankruptcy or legal incompetency of an individual Limited Partner, his personal representative shall have all rights of the Limited Partner for the purpose of settling or managing his estate, and powers as the decedent or incompetent possessed to constitute a successor as assignee of its interest in the Partnership and to join with such assignee in making application to substitute such assignee as Limited Partner."

11.02 Non-Individual Limited Partners. Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner which is not an individual, the authorized representative of such entity shall have all of the rights of a Limited Partner for the purposes of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of his interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner."

7. The right of any partner to receive distributions of property, including cash from the limited partnership arises only upon dissolution or termination of the limited partnership, subject to prior payment of the expenses of liquidation and debts

of the partnership. Distributions shall be in proportion to the Limited Partners' rights to share in the profits and losses of the partnership.

8. The General Partner has the right to elect to distribute property of the partnership to Limited Partners, to wit: shares of the common stock of Trace Environmental Services, Inc. to the Limited Partners which elected to direct that their contribution to the limited partnership be used to purchase such stock, in the amounts and portions appearing in section 4 of this Certificate of Limited Partnership. Such distributions of stock shall be charged against the capital accounts of the respective Limited Partners.

9. The Limited Partnership is to be dissolved and its affairs wound up upon the first to occur of any of the following events:

(1) Expiration of the term specified by Article 2 of the Limited Partnership Agreement on December 31, 1990;

(2) Thirty (30) days after the dissolution, adjudication of bankruptcy or insolvency of the General Partner unless within such thirty (30) days all of the remaining Partners elect not to dissolve the Partnership and the business of the Partnership is continued by a new General Partner elected in accordance with the Agreement.

(3) The written decision of Limited Partners holding at least fifty percent (50%) of the Partnership Units to dissolve the Partnership.

(4) Thirty (30) days after the removal of the General Partner in accordance with the Agreement, unless within such period the Limited Partners holding at least fifty percent (50%) of the then outstanding Limited Partnership interests agree not to dissolve the Partnership and elect a new General Partner in accordance with the Agreement.

IN WITNESS WHEREOF we execute this Amended Certificate by and through our duly appointed agent and attorney-in-fact this 22nd day of August, 1988.

GENERAL PARTNER:
DELTA GROUP, INC.

Jeffery D. Redford
Jeffery Redford, Vice President

ATTEST:

Wayne Eskridge
Wayne Eskridge, Secretary

LIMITED PARTNERS:
By DELTA GROUP, INC., attorney-in-fact.

Jeffery D. Redford
Jeffery Redford, Vice President

ATTEST:

Wayne Eskridge
Wayne Eskridge, Secretary

State of Idaho)
) ss.
County of Ada)

Before me, a Notary Public, on this 22nd day of August, 1988, appeared Jeffery Redford, Vice President, and Wayne Eskridge, Secretary, known to me to be officers of Delta Group, Inc., an Idaho corporation; presented Delta Group, Inc.'s written appointments as agent and attorney-in-fact for the above named limited partners; and, being duly sworn and under oath, affirmed that they are authorized and do to execute the foregoing Amended Certificate of Limited Partnership on behalf of Delta Group, Inc., as an act of the corporation as General Partner and as attorney-in-fact for the Limited Partners, that Delta Group, Inc. is authorized to execute the foregoing Amended Certificate of Limited Partnership on behalf of itself and on behalf of the named limited partners under written power of attorney examined by me, and that the statements made in said Amended Certificate of Limited Partnership are true and correct.

David J. Stecher
David J. Stecher, esq., Notary
Public for the State of Idaho
residing at Boise, Idaho. My
commission expires Oct. 19, 1989.

CERTIFICATE OF LIMITED PARTNERSHIP.