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SEC. OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

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1 We, the undersigned, being adult citizens of the United States of  
2 America and the State of Idaho, do hereby associate ourselves for the purpose  
3 of forming a limited partnership pursuant to Chapter 2 of Title 53, Idaho Code,  
4 and do hereby adopt and certify the following:

5 1. The name of the limited partnership shall be Quality Timber  
6 Measurement Limited Partnership.

7 2. The general character of business of the limited partnership is  
8 the performance of a certain contract entered into by and between the United  
9 States Forest Service, Clearwater County National Forest, Orofino, Idaho, and  
10 John T. Davis, identified as Contract Number 52-0276-5-33, and shall be limited  
11 to the performance of that contract consisting primarily of tree felling,  
12 measuring, recording and scaling.

13 3. The name of the registered agent for service of process required  
14 to be maintained by Section §53-204, Idaho Code, is John T. Davis, 14016  
15 Highway 12, Orofino, Idaho 83544.

16 4. The name and business address of each partner is as follows:

17 a. John T. Davis - General Partner  
18 14016 Highway 12, Orofino, Idaho 83544

19 b. Clark Fuller - Limited Partner  
20 260 Cedar, Orofino, Idaho 83544

21 5. The amount of cash and property contributed by each partner  
22 to the limited partnership is as follows:

23 a. John T. Davis - equipment, machinery, and tools the fair market  
24 value of which totals \$4,000.00

25 b. Clark Fuller - \$1.00 in cash

1           6. Additional contributions to the capital of the limited partner-  
2 ship shall be made upon the unanimous agreement of both partners and at no  
3 other time and upon no other contingencies.

4           7. The limited partner has no power to grant the rights to become  
5 a limited partner to an assignee of any part of his partnership interest. The  
6 partnership interests are non-assignable.

7           8. Either partner may terminate his membership in the limited  
8 partnership at any time which will automatically result in the dissolution of  
9 the partnership. The method of determining the distribution to which the partners  
10 are entitled upon dissolution or the withdrawal of either partner is established  
11 by Articles of Limited Partnership entered into by and between the two parties.  
12 After the just debts and obligations of the limited partnership are paid,  
13 capital is returned to each of the partners as contributed and the balance of  
14 the funds and assets of the limited partnership distributed to the partners  
15 in the percentages set forth in the Articles of Limited Partnership.

16           9. Neither partner has any right to receive a distribution of  
17 property other than cash prior to dissolution or the winding up of the limited  
18 partnership. Upon dissolution and the winding up of the limited partnership,  
19 the general partner has a right to receive the equipment, machinery, and tools  
20 originally contributed to the limited partnership. Throughout the course of  
21 the operation of the limited partnership, each partner is entitled to that  
22 percentage of the net profits set forth in the Articles of Limited Partnership.

23           10. Neither partner has a right to receive or to make distributions  
24 of all or any part of the partner's distribution prior to the dissolution and  
25 winding up of the limited partnership.

1 11. Upon the completion of the Forest Service Contract Number  
2 52-0276-5-33, the limited partnership shall be wound up and dissolved. At  
3 any time prior thereto the partnership shall be dissolved and its affairs  
4 wound up upon the withdrawal from the partnership of either partner or the  
5 death of either partner.

6 12. There is no right of the remaining partner to continue the  
7 business on the happening of an event of withdrawal or death of a general or  
8 limited partner.

9 IN WITNESS WHEREOF, the parties have executed this Certificate of  
10 Limited Partnership in duplicate on October 1, 1985, at Orofino, Idaho.

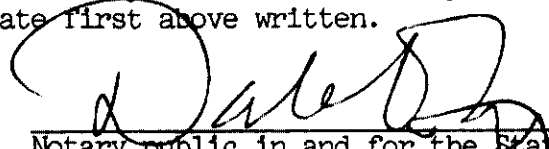
11   
12 John T. Davis

13   
14 Clark Fuller

15 STATE OF IDAHO )  
16 )  
17 County of Clearwater)

18 On this 1 day of October, 1985, before me, the undersigned, a notary  
19 public in and for the State of Idaho, personally appeared John T. Davis, known  
to me to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same.

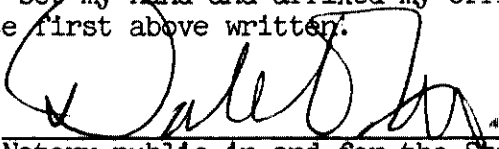
20 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
21 seal the day and year in this certificate first above written.

22   
23 Notary public in and for the State of  
24 Idaho, residing at Orofino, therein  
25

1 STATE OF IDAHO )  
2 County of Clearwater)

3 On this 1 day of October, 1985, before me, the undersigned, a notary  
4 public in and for the State of Idaho, personally appeared Clark Fuller, known  
5 to me to be the person whose name is subscribed to the within instrument and  
6 acknowledged to me that he executed the same.

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

9   
10 Notary public in and for the State of  
11 Idaho, residing at Orofino, therein  
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