

**Amendment to Certificate of Limited Partnership of
IOTA Partners Limited Partnership**

THE UNDERSIGNED, desiring to admit additional Limited Partners to IOTA Partners Limited Partnership, do hereby execute this Amendment to Certificate of Limited Partnership in accordance with the provisions of Sections 53-7, et.seq., of the Idaho Code.

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1. The name of the partnership is IOTA Partners Limited Partnership, an Idaho Limited Partnership.
2. The original Certificate of Limited Partnership was filed on October 31, 1988.
3. The Certificate of Limited Partnership of IOTA Partners Limited Partnership shall be amended in its entirety to read as follows:

1. The name of the partnership is IOTA Partners Limited Partnership, an Idaho Limited Partnership.
2. The general character of the business to be carried on by the partnership is the salvage of treasure trove in or about Colombia and other locations.
3. The name and address of the registered agent for service of process on the partnership is Jack Harbeston, P.O. Box 2131, #4 Foxtail Lane, Sun Valley, Idaho 83353.
4. The name and business address of the General Partner is HFP, Inc., P.O. Box 2131, #4 Foxtail Lane, Sun Valley, Idaho 83353.

The names and business addresses of the limited partners are:

<u>Name</u>	<u>Address</u>
Contract Research Corp. Pen. Plan, c/o Jack Harbeston,	P.O. Box 2131, Sun Valley, ID 83353
Jerome Barron,	2904 Preston Lane, Merrick, NY 11506
Murdock & Company,	c/o Jerome Barron, 2904 Preston Lane, Merrick, NY 11506
William J. Marx,	2902 Spring Creek Rd., Rockford, IL 61107
Philip C. Hart,	26 Eucalyptus Road, Belvedere, CA 94920
C.B. Sung,	1200 Bayhill Dr., #300, San Bruno, CA 94066
John M. Sharp,	P.O. Box 1062, Boca Grande, FL 33921
Robert R. Rudolph and Tull Monsees,	707 Wilmont Rd., Deerfield, IL 60015
Frederick F. Webster,	945 Woodland Dr., Glenview, IL 60025
Don Campbell and Cindy Campbell,	P.O. Box 31, Allan, TX 75002

Emmet J. Cashin, 75 Shoreway Road, San Carlos, CA 94070
John H. Bottomley, 6 Mira Loma, Orinda, CA 94563
David F. LaRocque, 668 Glenbrook Rd., #39, Sanford, CT 06906
Donald C. Barrett, 2109 Greenock, Inverness, IL 60067

5. The amount of cash and a description and statement of the agreed value of the other property or services contributed by each partner is:

- A. In exchange for a 25% interest in partnership income granted to the General Partner, the General Partner shall organize and manage the affairs of the partnership. The value of these services has been determined to be approximately \$56,000.
- B. Each limited partner shall make capital contribution to the partnership in an amount equal to \$10,000 for each unit of partnership interest he has purchased.

Below is a list of the limited partners and their contribution to the partnership.

<u>NAME</u>	<u>CONTRIBUTION</u>
Contract Research Corp. Pen. Plan	\$10,000
Jerome Barron	\$16,000
Murdock & Company	\$200,000

William J. Marx	\$10,000
Philip C. Hart	\$10,000
C.B. Sung	\$10,000
John M. Sharp	\$10,000
Robert R. Rudolph and Tull Monsees	\$10,000
Frederick F. Webster	\$10,000
Don Campbell and Cindy Campbell	\$10,000
Emmet J. Cashin	\$10,000
John H. Bottomley	\$15,000
David F. LaRocque	\$10,000
Donald C. Barrett	\$10,000

6. Except as set forth above, there are no times at which or events on the happening of which any additional contributions are to be made by the limited partners or the General Partner.
7. A limited partner shall not have any power to grant the right to become a limited partner to an assignee of any part of his limited partnership interest. An assignee of a limited partnership interest shall become a limited partner only upon the appropriate amendment of this Certificate of Limited Partnership and the limited partnership agreement, which shall be in the sole and absolute discretion of the General Partner.

8. A limited partner cannot withdraw or terminate his membership in the partnership in any event. Furthermore, no limited partner shall have the right to demand all or any part of his capital contribution during the term of the partnership.
9. Partners shall have the right to receive distributions of property, including cash, only upon the discretion of the General Partner after providing for the discharge of all mature and immature obligations of the partnership and anticipated costs of the partnership's business operations, including a reserve for such expenses as determined by the General Partner.
10. Although the partnership may make distributions to the limited partners or the General Partner during the term of the partnership in return of their capital contributions, no limited partner shall have the right to demand the return of all or any part of his capital contribution during the term of the partnership. All distributions by the partnership in return of a limited partner's capital contribution shall be made in the sole discretion of the General Partner after providing for the discharge of all mature and immature obligations of the partnership and anticipated costs of the partnership's business operations, including a reserve for such expenses as determined by the General Partner.
11. The term of the partnership shall commence on the date of filing of the Certificate of Limited Partnership and shall continue until the occurrence of the earliest of the following:
 - A. 100 years from October 31, 1988;
 - B. Upon the sale or other disposition of all the assets of the partnership; provided, however, that if the sale of any partnership property results in a promissory note or other indebtedness being held by the partnership, including the right to receive royalty payments, the partnership shall continue in existence until the obligations evidenced by such promissory note or indebtedness are paid in full;
 - C. In the event of the death, insanity, disability, dissolution, bankruptcy or withdrawal of the sole General Partner; provided however, that there is no replacement or substitution of the General Partner within 90 days in accordance with the provisions of the Idaho Code and the limited partnership agreement;
 - D. At any time with the written consent of all partners; or
 - E. The dissolution of the partnership brought about by operation of law or pursuant to the terms of the limited partnership agreement.

12. If a General Partner withdraws or is deemed to have withdrawn, the partnership shall be dissolved unless the remaining General Partner's (if any) agree to continue the partnership or all partners, including limited partners, agree within 90 days, to continue the partnership and to appoint one or more new General Partners.

Executed this 13th day of March, 1989.

IN WITNESS WHEREOF, the undersigned General Partner has executed this Certificate of Amendment on the date herein above indicated.

HFP, INC., The "General Partner"

Jack Harbeston
By: Jack Harbeston,
President

ATTEST:

Edris E. Harbeston
By: Edris E. Harbeston,
Secretary

STATE OF Idaho)
COUNTY OF Blaine) ss.

The foregoing instrument was acknowledged before me this 13th day of March, 1989, by Jack Harbeston and Edris E. Harbeston.

Witness my hand and official seal.

My commission expires:

June 13, 1990

John M. [Signature]
Notary Public

P.O. Box 232
Business Address

Sun Valley, ID 83753

IN WITNESS WHEREOF, the undersigned, being duly authorized by a power of attorney, have executed this Certificate on behalf of the limited partners on the date herein above indicated.

Jack Harbeston
Jack Harbeston

STATE OF Idaho)
COUNTY OF Blaine) ss.

The foregoing instrument was acknowledged before me this 13th day of March, 1989, by Jack Harbeston.

Witness my hand and official seal.

My commission expires:

July 13, 1990

John W. Harbeston
Notary Public

P.O. Box 232
Business Address

Sun Valley, ID 83353