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SECRETARY OF STATE OF COLORADO  
DIVISION OF RECORDS AND ADMINISTRATION  
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ENERGY NETWORKS PROGRAM CORPORATION, a Colorado corporation, (the "General Partner"), Blake L. Lockwood, a Colorado resident (the "Organizational Limited Partner"), hereby form a limited partnership pursuant to the Colorado Uniform Limited Partnership Act of 1981 (the "Colorado Act"). The limited partnership shall be formed at the time of the filing of this Certificate of Limited Partnership in the Office of the Secretary of State for the State of Colorado. The General Partner and the Organizational Limited Partner hereby certify as follows:

1. NAME OF LIMITED PARTNERSHIP.

The name of the limited partnership shall be ENCOR OPERATING COMPANY, L.P. (the "Partnership"), with such changes or variations thereof as may be necessary to comply with the requirements of law or regulatory bodies in any jurisdiction other than Colorado in which the Partnership may do business. The words "Limited Partnership" shall be included in the name where necessary for purposes of complying with the laws of any jurisdiction as so required.

2. NATURE OF THE PARTNERSHIP'S BUSINESS.

The nature of the Partnership's business shall generally be to acquire (by lease, purchase, exchange or otherwise), own, hold, develop, operate, sell, and otherwise dispose of all and gas leases, mineral leases, oil and gas royalties, overriding royalties, production payments, net profits interests and other interests and rights, direct or indirect, in producing oil and gas properties, and in non-producing and improved properties associated therewith in the United States and Canada (or in the present or future production or proceeds of any such producing or non-producing properties); to drill for, produce, process, refine, transport, sell and exchange oil, gas, other hydrocarbons, and related products; to make contributions to others for or in connection with the drilling of wells which in the General Partner's opinion may tend to prove or disprove the value of property interests of the Partnership; to engage in secondary, tertiary, or other improved recovery techniques for supplementing the natural forces and mechanisms of primary recovery; to purchase, lease, own, hold, operate, sell and exchange interests in other properties, equipment, machinery, facilities, systems and plant appropriate for such purposes; to sell or otherwise dispose of all or substantially all of its assets, subject to the provisions set forth in paragraph 13 below; and generally to engage in all aspects of the oil and gas business in the United States. The Partnership may become a general or limited partner or joint venturer with others or acquire interests in partnership or joint ventures to accomplish any or all of the foregoing purposes. The Partnership may purchase and temporarily hold securities issued by corporations or similar securities if, in the General Partner's opinion, the purchase is an advisable and necessary step in the acquisition of oil, gas, and general interests of the types described in this paragraph. The Partnership may borrow money and grant security interests in the Partnership's assets or Partnership assets to accomplish any of the foregoing purposes. The Partnership may engage in transactions of the sort described in this paragraph even if doing so will prevent different or

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non-substantial business risks than those customarily associated with the purchase and operation of producing properties. The Partnership may engage in exploratory drilling. The Partnership may engage in development drilling undertaken to more fully develop any properties associated with the producing properties in which interests are acquired by the Partnership. Furthermore, the Partnership may, undertake any operations, including drilling or replacement, supplemental, injection or other wells, necessary to produce and market acquired reserves, and the products thereof, efficiently. The business shall be conducted in the United States, except that under circumstances where the General Partner believes it would be to the advantage of the Partnership the business may be conducted in other countries.

3. ADDRESS OF OFFICE AND NAME AND ADDRESS OF REGISTERED AGENT.

The address of the office where records will be maintained pursuant to Section 7-62-105 of the Colorado Act and the name and address of the registered agent for service of process required to be maintained by Section 7-62-104 of the Colorado Act are:

Energy Methods Program Corporation  
103 East 17th Avenue, Suite 500  
Denver, Colorado 80202

4. NAME AND MAILING ADDRESS OF PARTNER

The General Partner is:

Energy Methods Program Corporation  
103 East 17th Avenue, Suite 500  
Denver, Colorado 80202

The Organizational Limited Partner is:

Blair L. Lockwood  
303 East 17th Avenue, Suite 500  
Denver, Colorado 80202

The names and addresses of any successor or additional general or limited partners shall be set forth from time to time on amendments to this Certificate.

5. INITIAL CONTRIBUTIONS.

Upon formation of the Partnership, the General Partner shall contribute \$80.00 to the Partnership capital and the Organizational Limited Partner shall contribute \$10.00. The contributions shall be made in cash. No property or other services were contributed by the General Partner or the Organizational Limited Partner. The Organizational Limited Partner has not agreed to contribute any cash or other property or services in the future. The General Partner has agreed to contribute additional cash or property upon the happening of the events described in paragraph 6 below.

6. ADDITIONAL CAPITAL CONTRIBUTIONS.

At any time that cash or other property is contributed to the Partnership capital by additional limited partners, if any, the General Partner has agreed to contribute cash or other property with an agreed value of 1.5% of

the agreed value of the cash and other assets contributed by each limited partner. Upon liquidation and termination of the Partnership, the General Partner will contribute to the Partnership an amount equal to the excess of 10% of the total capital contributions of the limited partners over the amount of capital previously contributed by the General Partner.

**7. RIGHT TO BECOME A LIMITED PARTNER.**

The Organizational Limited Partner shall have the right to grant an assignee of any part of his limited partnership interest the right to become a limited partner, subject to the consent of the General Partner, which may be granted or withheld in the sole discretion of the General Partner.

**8. WITHDRAWAL OF PARTNERS.**

The Organizational Limited Partner shall withdraw from the Partnership simultaneously with the admission of any other limited partner, at which time the Organizational Limited Partner shall be entitled to receive an amount equal to his total capital contributions to the Partnership. The General Partner may withdraw from the Partnership at any time and shall be entitled to receive a distribution equal to the amount of the General Partner's total capital contributions.

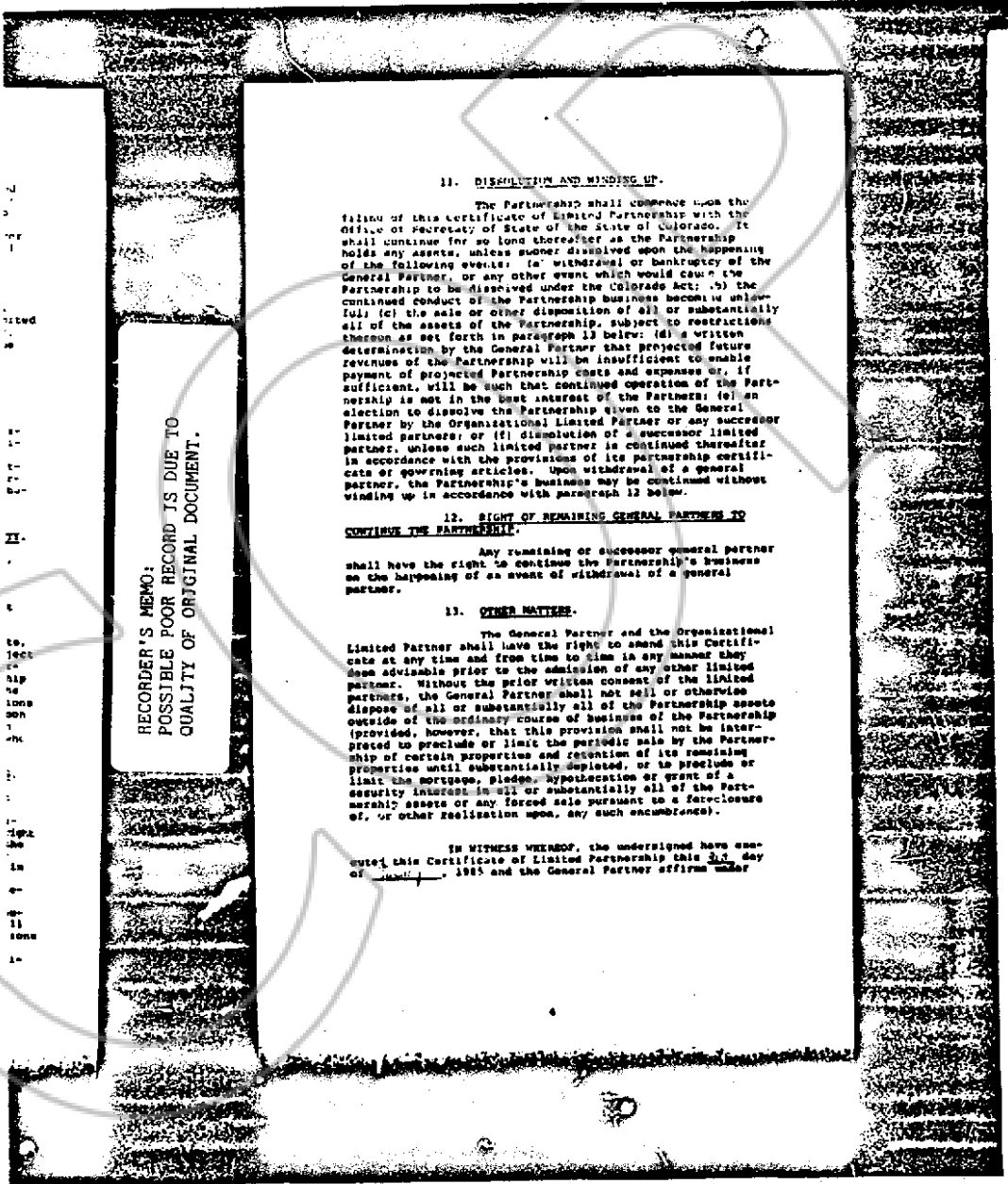
**9. RIGHT TO RECEIVE DISTRIBUTIONS OF PROPERTY.**

The General Partner shall have the right, at any time or from time to time, to surrender a part of its General Partnership Interest to the Partnership in exchange for the pro rata share of Partnership Net Assets attributable to the portion of General Partnership Interest surrendered. The pro rata share of Partnership Net Assets shall include, but not be limited to, a pro rata undivided interest in the Partnership's oil and gas property interests, if any, which shall be assigned to the General Partner subject to a pro rata share of all liens and other encumbrances burdening these properties. The part of the General Partnership Interest that may be surrendered shall not exceed 75% of the General Partner's General Partnership Interest. Distributions of property, including cash, may be made to the partners upon termination and liquidation of the Partnership after payment of creditors other than partners and payment to creditors who are partners.

**10. DISTRIBUTIONS IN RETURN OF CONTRIBUTIONS.**

The General Partner shall have the right to make, and the partners shall have the right to receive, distributions from the Partnership from time to time as described in paragraphs 8 and 9 above and the partners shall have a right to receive distributions of cash from time to time during the term of the Partnership at such times as it shall be determined by the General Partner that such cash funds are not, in the opinion of the General Partner, necessary for the conduct of the Partnership's business. In the General Partner's discretion, the limited partners shall be permitted to elect to receive any distributions in monthly payments. The distributions described in this paragraph may include a return of all or any part of the Partner's contributions under the provisions of the Colorado Act. Distributions of property, including cash, may be made to the partners upon termination and liquidation of the Partnership after payment of creditors other than partners and payment to creditors who are partners.

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11. DISSOLUTION AND WINDING UP.

The Partnership shall commence upon the filing of this certificate of Limited Partnership with the office of Secretary of State of the State of Colorado. It shall continue for so long thereafter as the Partnership holds any assets, unless sooner dissolved upon the happening of the following events: (a) withdrawal or bankruptcy of the General Partner, or any other event which would cause the Partnership to be dissolved under the Colorado Act; (b) the continued conduct of the Partnership business becomes unlawful; (c) the sale or other disposition of all or substantially all of the assets of the Partnership, subject to restrictions thereon as set forth in paragraph 12 below; (d) a written determination by the General Partner that projected future revenues of the Partnership will be insufficient to enable payment of projected Partnership costs and expenses or, if sufficient, will be such that continued operation of the Partnership is not in the best interest of the Partners; (e) an action to dissolve the Partnership given to the General Partner by the Organizational Limited Partner or any successor limited partner; or (f) dissolution of a successor limited partner, unless such limited partner is continued thereafter in accordance with the provisions of its partnership certificate or governing articles. Upon withdrawal of a general partner, the Partnership's business may be continued without winding up in accordance with paragraph 12 below.

12. RIGHT OF REMAINING GENERAL PARTNER TO CONTINUE THE PARTNERSHIP.

Any remaining or successor general partner shall have the right to continue the Partnership's business on the happening of an event of withdrawal of a general partner.

13. OTHER MATTERS.

The General Partner and the Organizational Limited Partner shall have the right to amend this Certificate at any time and from time to time in any manner they deem advisable prior to the admission of any other limited partner. Without the prior written consent of the limited partners, the General Partner shall not sell or otherwise dispose of all or substantially all of the Partnership assets outside of the ordinary course of business of the Partnership (provided, however, that this provision shall not be interpreted to preclude or limit the periodic sale by the Partnership of certain properties and retention of its remaining properties until substantially depleted, or to preclude or limit the mortgage, pledge, hypothecation or grant of a security interest in all or substantially all of the Partnership assets or any forced sale pursuant to a foreclosure or other realization upon any such encumbrance).

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership this 20 day of \_\_\_\_\_, 1985 and the General Partner affirms under

penalty of perjury, that the facts stated herein are true to the best of its knowledge and belief.

GENERAL PARTNER:

ENERGY METHOD PROGRAM CORPORATION,  
a Colorado corporation

By: *W. L. Lillard*

Title: *at large*

ORGANIZATIONAL LIMITED PARTNER:

By: *W. L. Lillard*

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No. 82876

FILED AND RECORDED AT REQUEST OF  
C.T. Corporation

July 11, 1985

AT 1 MINUTES PAST 9 O'CLOCK

AM IN BOOK 66 OF OFFICIAL  
RECORDS, PAGE 80 LINCOLN  
COUNTY, NEVADA.

YURIKO SETZER  
COUNTY RECORDER

By Mara Concia, Deputy



STATE OF COLORADO  
DEPARTMENT OF  
IAT  
I hereby certify that this is a true  
and complete copy of the document  
as filed in this office and admitted to  
record in File No. 604604  
DATED 6/21, 1985  
Natalie Reyes  
Secretary of State  
BY L. Garcia