

CERTIFICATE OF LIMITED PARTNERSHIP
OF
CONNORS CREEK PLACER LIMITED PARTNERSHIP

The undersigned, desire to form a limited partnership pursuant to the laws of the State of Idaho and being all of the members of such limited partnership, having signed and sworn to this Certificate, certify as follows:

1. The name of the limited partnership is Connors Creek Placer Limited Partnership.
2. The character of the business of the partnership is as follows: Mining and exploration.
3. The location of the business is 310 3rd Street South, Nampa, Idaho 83651.
4. The name and address of the registered agent is Andrew A. McDermett, 3582 Northridge Way, Boise, Idaho 83707
5. The names and address of the general and limited partners are as follows:

General Partners:

McDermett & Sons
An Idaho General Partnership
4501 Federal Way
Boise, Idaho 83707

Limited Partners:

Treasure Valley Investments
An Idaho General Partnership
P. O. Box 877
Nampa, Idaho 83651

6. The limited partners have contributed cash to obtain 20 limited partnership units having an initial value of \$10,000.00 per unit which represents an ownership percentage of 1% per \$10,000.00 in the net income. The General Partner will contribute all its right, title and interest in the Placer Mineral claims for the remaining ownership percentage of 80%.
7. A limited partner is not required to make any additional contributions to the partnership.
8. A limited partner may assign his interest to a substitute limited partner after offering it for sale to the other limited partner and the general partners.
9. Upon liquidation, the Partners shall continue to share profits or losses during liquidation in the same proportions as before dissolution. The Partnership assets or proceeds thereof shall be distributed in payment of the liabilities of the Partnership in the following order:
 - (a) To the payment of debts and liabilities of the Partnership other than to debts of the Partners, and

the expenses of liquidation including a sales commission to the selling agent, if any;

(b) To the setting up of any reserves which the General Partners deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the Partnership. Said reserves shall be paid over by the Partners to a commercial bank to be designated by the General Partners, as Secrow Agent, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partners shall deem advisable, to distribute the balance thereof in the manner provided in this paragraph and in the order named;

(c) To the payment of the debts and liabilities of the Partnership to the Partners;

(d) To the limited partner to the extent of his/her net credit balances in his/her capital and current undistributed profits accounts;

(e) To the general partner to the extent of his/her net credit balances in his/her capital and current undistributed profits account;

(f) To all partners in equal proportions if there is not a sufficient amount to return all capital contributions to the Partners, they shall share pro rata in the losses in the same proportion;

(g) In the event of liquidation distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an independent appraiser actively engaged in appraisal workm selected by a majority of the Partnership interest and such Partners shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subparagraph of this paragraph, if such property were sold.

(h) A resonable time as determined by the General Partners, not to exceed one year, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the General Partners to minimize any losses attendant upon liquidation.

10. No limited partner is given the right to demand and receive property other than cash in return for his contribution, except that, upon dissolution of the partnership, if the general partners deem it in the best interests of the partnership, a distribution may be made to the partners in kind in accordance with the provisions of the Conners Creek Placer Limited Partnership Agreement, dated September 14, 1982. No limited partner is given priority over another limited partner as to return of contribution or income; except that, as among the limited partners, in any allocation of return of contribution or income to the limited partners, each limited partner shall share in the allocation in the proportion that his number of partnership units as a limited partner bears to the total number of partnership units held by limited partners.

11. The partnership shall commence on September 14, 1982 and shall continue until terminated as provided in the Conners Creek Placer Limited Partnership Agreement, dated September 14, 1982. The retirement or insanity of a general partner if the remaining partners agree to continue the partnership.

12. Pursuant to paragraph 12 entitled "Power of Attorney" of the Conners Creek Placer Limited Partnership Agreement, each limited partner has given the general partner the power to execute this Certificate of Limited Partnership.

IN WITNESS WHEREOF, this Certificate is signed and Sworn to this 29th Day of December, 1982

Andy A. McDermett
McDermett & Sons
by/ Andrew A. McDermett

Managing General Partner

SUBSCRIBED AND SWORN to before me this 29
day of December, 1982

Wade Brown
Notary Public for Idaho

(SEAL)