

44-15 5-1-100

CERTIFICATE OF LIMITED PARTNERSHIP

OF

FREEMAN PEAK MINING AND EXPLORATION, LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Bonneville)

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the partnership is Freeman Peak Mining and Exploration, Limited Partnership.
2. The general nature of the partnership business is to own, lease and operate mining properties and related businesses.
3. The name and address of the agent for service of process upon the partnership shall be Guy Saco of whose street address is P. O. Box 1011, Salmon, Idaho, 83467, Lot 8, Thomas Estates, Lemhi County, Idaho.
4. The names and addresses of each general and limited partner are as follows:

GENERAL PARTNERS

Mark Wagnon

Guy Saco

PLACE OF RESIDENCE

1000 South Idaho Road No. 57
Apache Junction, Arizona 85220

P. O. Box 1011
Salmon, Idaho 83467

LIMITED PARTNERS

Kathy Saco

Jeri Woods

PLACE OF RESIDENCE

P. O. Box 1011
Salmon, Idaho 83467

10725 McGee
Kansas City, MO 64114

5. A description of the agreed value of the capital contributions of each partner is as follows:

<u>General Partners</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Property Contribution</u>
Mark Wagon	250	25%	\$250.00
Guy Saco	<u>250</u>	<u>25%</u>	<u>\$250.00</u>
Total	500	50%	\$500.00

<u>Limited Partners</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Property Contribution</u>
Kathy Saco	250	25%	\$250.00
Jeri Woods	<u>250</u>	<u>25%</u>	<u>\$250.00</u>
Total	500	50%	\$500.00

6. There is no requirement for making additional contributions by any partner.

7. A Limited Partner may assign all or a portion of the partnership interest of said partner under the following conditions:

a. All partners unanimously approve said assignment and the proposed assignee consents to such assignment; and

b. The assignee shall execute and deliver such instruments, in the form and substance satisfactory to the partners, as the partners shall deem necessary or desirable to cause them to become a substitute limited partner; and

c. The assignee shall pay all reasonable expenses in connection with admission as a substituted limited partner, including but not limited to, the cost of preparation and filing of any Amendment of the Limited Partnership Agreement, Certificate of Limited Partnership and Partnership Buy-Out Agreement; and

d. The assignee shall be bound by and become a party to the Partnership Agreement and the Buy-Out Agreement and be bound by all terms of such agreement.

8. No partner of the partnership can assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or transfer all or any portion of his partnership interest except pursuant to the terms of the Buy-Out Agreement of the General and Limited Partners of Freeman Peak Mining and Exploration Limited Partnership. The Buy-Out Agreement provides for the partnership or remaining partners to purchase the terminating partner's interest for a value as specified in a Certificate of Agreed Value or pursuant to appraisal with the purchase price to be paid over an extended term. The exact terms and conditions are found in the Buy-Out Agreement referred to herein and a copy of said Agreement is held by the registered agent of the partnership.

9. No partner has the right to receive distributions of property or cash except upon termination of a partnership interest or in liquidation of the partnership.

10. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The partners by majority vote have the right to determine what distributions will be made to the partners.

11. The partnership is to be dissolved and its affairs wound up upon the written agreement of all partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any partner.

12. In the event of dissolution of the partnership, instead of winding up, the partnership may be continued under the following conditions:

a. The partnership or remaining partners may purchase the interest of the terminating partner and the partnership reformed on that basis; or

b. An assignment is approved under the provisions of paragraph 7, above.

DATED effective as of the 25th day of February, 1985,
Idaho Falls, Idaho.


Mark Wagon


Guy Saco

GENERAL PARTNERS



Kathy Saco


Jeri Woods

LIMITED PARTNERS


MARK WAGNON, subscribed and sworn to before me this 26th day of February, 1985.

(Seal)


Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-10-86

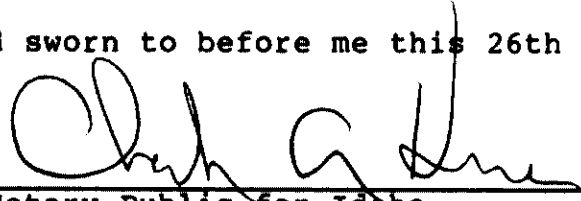
GUY SACO, subscribed and sworn to before me this 26th day of February, 1985.

(Seal)


Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-10-86

KATHY SACO, subscribed and sworn to before me this 26th day of February, 1985.

(Seal)


Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-10-86

JERI WOODS, subscribed and sworn to before me this 26th
day of February, 1985.



Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 12-10-86

(Seal)

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