



**Department of State.**

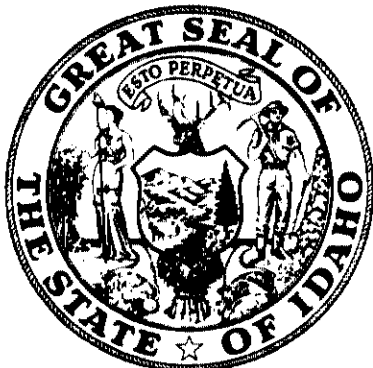
**CERTIFICATE OF REGISTRATION  
OF**

**TINGLE FOOT MINING COMPANY, LIMITED PARTNERSHIP**

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **TINGLE FOOT MINING COMPANY, LIMITED PARTNERSHIP** for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to **TINGLE FOOT MINING COMPANY, LIMITED PARTNERSHIP** to transact business in this State under the name **TINGLE FOOT MINING COMPANY, LIMITED PARTNERSHIP** and attach hereto a duplicate original of the Application for Registration.

Dated **January 3, 1983**



*Pete T. Cenarrusa*

SECRETARY OF STATE

by: \_\_\_\_\_

**RECEIVED**  
**APPLICATION FOR REGISTRATION OF  
FOREIGN LIMITED PARTNERSHIP**

To the Secretary of State of the State of Idaho:

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

- 83 JAN 3 PM 3:35**  
**SECRETARY OF  
STATE**
1. The name of the limited partnership is TIMBER FORT MINING COMPANY
  2. The name which it shall use in Idaho is TIMBER FORT MINING COMPANY  
Limited Partnership
  3. It is organized under the laws of UTAH
  4. The date of its formation is OCTOBER 10, 1982
  5. The address of its registered or principal office in the state or country under the laws of which it is organized is 3450 WASHINGTON BLVD OGDEN, UT.
  6. The name and street address of its proposed registered agent in Idaho are ROBERT L. THORNTON  
CENTERVILLE, ID. 83606
  7. The general character of the business it proposes to transact in Idaho is:  
MINING
  8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(continued on reverse)

8. (Continued)

Name	General or Limited	Address

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

Dated JANUARY 3, 1983.

By Robert L. Thornton  
A General Partner

STATE OF Wyoming )  
 ) ss:  
COUNTY OF Ada )

I, Dwight R. Sammons, a notary public, do hereby certify that on this  
3rd day of January, 1983, personally appeared  
before me Robert L. Thornton, who being by me first duly sworn,  
declared that he is a general partner of \_\_\_\_\_

Tenget Boot Mining Company,  
that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.

Dwight R. Sammons  
Notary Public

RECEIVED

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CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

SECRETARY OF  
STATE

TINGLE FOOT MINING COMPANY

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of October, 1982, by and between ROBERT L. THORNTON, hereinafter referred to as "The General Partner" and ROBERT L. THORNTON, RAYMOND H. PENCE, FRANK WHITE, BEVERLY WHITE, DAVID L. DURBANO and EMMETT G. STRATTON, hereinafter collectively known as "The Limited Partners".

1. Name and Business. The business of the Limited Partnership shall be conducted under the name of Tingle Foot Mining Company, hereinafter referred to as the Partnership. The General Partner, in its discretion, may change the Partnership name from time to time. The General Partner may also do business at the same time under more than one fictitious name if it deems in its discretion that such is in the best interest of the Partnership.

The principal place of business of the Partnership shall be 3480 Washington Boulevard, Ogden, Utah, or such other place or places as the General Partner may hereafter determine.

This document shall constitute not only the agreement between and among the parties, but shall also act as a Certificate of Limited Partnership and the General Partner shall cause it to be filed in the office of the County Clerk of Weber County, Utah, and the office of the appropriate county officials in which county the Partnership real property is located, in accordance with the provisions of the Uniform Limited Partnership Act.

2. Formation of the Limited Partnership. The parties do hereby form a Limited Partnership pursuant to the provisions of Title 48, Chapter 2, of the Utah Code Annotated, 1953, of the State of Utah, for the purposes herein provided.

3. Purpose. The purpose of the Partnership is to purchase, sell, rent, lease and otherwise invest in and deal in and with mining properties of all kinds, including exploration, development and mining of suitable mining properties. Partnership may also, in the discretion of the General Partner, enter into joint ventures, partnerships, and other dealings with other partnerships, persons, corporations, or other business entities.

4. Term of Partnership. The Partnership shall commence as of the date of this Agreement and shall continue for a period of thirty (30) years, unless sooner terminated as herein provided.

5. Certificate of Fictitious Business Name. Upon the execution of this Agreement and upon any appropriate future change in the membership of the Partnership, the General Partner shall sign, file, and publish with the appropriate authorities in the State of Utah, a Certificate of Fictitious Business Name Statement, setting forth the name and residence of the General Partner.

6. Capital Contribution of General Partner. The consideration contributed by the General Partner is its assumption of the responsibilities and liabilities of General Partner pursuant to the Utah Uniform Limited Partnership Act. The General Partner may make capital contributions as herein provided and to the extent it contributes to the capital of the Partnership, it shall be treated as a Limited Partner, unless otherwise designated by General Partner.

7. Capital Contributions of Limited Partners. The Limited Partners have made, and will make, cash and kind contributions to the Partnership as follows:

ROBERT L. THORNTON - Assignment of assignor's entire interest in and to that mineral lease known as Idaho Lease No. 8402, with an agreed to value of \$6,000.00. *RTT*

RAYMOND H. PENCE - Assignment of assignor's entire interest in and to that mineral lease known as Idaho Lease No. 8402, with an agreed to value of \$6,000.00. *RP*

FRANK WHITE and BEVERLY WHITE, husband and wife,  
Six Thousand (\$6,000.00) Dollars.

DAVID L. DURBANO  
Six Thousand (\$6,000.00) Dollars.

EMMETT G. STRATTON  
Six Thousand (\$6,000.00) Dollars.

8. Names and Addresses of Partners.

General Partner:

Robert L. Thornton  
211 Cottonwood Street  
Idaho City, Idaho 83631

Limited Partners:

Robert L. Thornton  
211 Cottonwood Street  
Idaho City, Idaho 83631

Raymond H. Pence  
2700 North Doquet Pines  
Idaho City, Idaho 83631

Frank White and Beverly White,  
Husband and Wife  
810 Cottonwood Drive  
S. Weber, Utah 84404

David L. Durbano  
1892 East 5750 South  
Ogden, Utah 84403

Emmett G. Stratton

9. Profits and Losses. The net profits and net losses of the Partnership in any fiscal year shall be divided among, and charged against, the Partners proportionately at the end of each fiscal year of the Partnership in the ratio of their interest in the Partnership as of that date. The terms "net profit" and "net losses" shall mean the net profits or net losses of the Partnership, as determined by generally accepted accounting principles. Each Partner's respective interest is set forth with specificity on the signature page hereof.

10. Distributions. Distributions of cash or other property shall be divided among the partners in the ratio of their interest in the Partnership on the date of any such distribution. Distributions may be made at any time that there is sufficient cash or other property in the Partnership which the General Partner,

11. Distributions Upon Sale, Refinancing or Liquidation.

In the event of any sale, liquidation or refinancing or the disposition of the subject property, the "net proceeds" realized shall be allocated as provided in paragraphs 8 and 9 above.

12. Advances by General Partner. The General Partner may advance funds to the Partnership at any time when in his judgment such funds are needed for the purpose of paying the costs or operating expenses of the Partnership. Such costs or expenses shall include, but are not limited to, the balance of the purchase or lease price of any property then owned or leased by the Partnership, the costs of any mining operations on such property and any other operating expenses of the Partnership. Such advanced funds shall be treated as a loan to the Partnership for which the General Partner shall be entitled to be repaid together with a reasonable rate of interest out of the gross income of the Partnership at such time as sufficient gross income has been derived from the operation of the Partnership to permit such repayment without impairing the operations or solvency of the Partnership, except that any such unpaid loans shall become immediately due and payable upon termination and dissolution of the Partnership.

13. Withdrawals by Limited Partners. No Limited Partner shall have the unrestricted right to withdraw or reduce his contribution to the capital of the Partnership. Such withdrawal may be accomplished only pursuant to the provisions of paragraph 18 or as a result of the dissolution of the Partnership. Notwithstanding the foregoing, no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the Partnership (except liabilities to the General Partner and to the Limited Partners on account of their contribution) have been paid or unless the Partnership has assets sufficient to pay the same.

14. Status of Limited Partners. A Limited Partner shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Partnership.

A Limited Partner shall take no part in or interfere in any manner with the conduct or control of the business of the Partnership and shall have no right or authority to act for or bind the Partnership.

15. Rights and Powers of the General Partner. The General Partner shall be solely responsible for the management of the Partnership business with all rights and powers generally conferred by law or necessary, advisable or consistent in connection therewith.

In addition to any other rights and powers which he may possess, the General Partner shall have all specific rights and powers required or appropriate to its management of the Partnership business which, by way of illustration but not by way of limitation, may include the following rights and powers:

(a) To acquire, hold and dispose of any mining property, interest therein, or appurtenance thereto, as well as personal or mixed property connected therewith, including the purchase, lease, development, improvement, maintenance, exchange, trade or sale of such properties at such price, rental or amount, for cash, securities or other property, and upon such terms, as he deems, in his absolute discretion, to be in the best interests of the Partnership.

(b) To borrow money and, if security is required therefor, to mortgage or subject to any other security device any portion of the property of the Partnership, to obtain replacements of any mortgage or other security device, and to prepay, in whole or in part, refinance, increase, modify, consolidate, or extend any mortgage or other security device, all of the foregoing at such terms and in such amounts as he deems, in his absolute discretion, to be in the best interests of the Partnership.

(c) To place record title to, or the right to use, Partnership assets in the name or names of a nominee or



or nominees for any purpose convenient or beneficial to the Partnership.

(d) To acquire and enter into any contract of insurance which the General Partner deems necessary and proper for the protection of the Partnership, for the conservation of its assets, or for any purpose convenient or beneficial to the Partnership.

(e) To employ from time to time persons, firms or corporations for the operation and management of the Partnership business, including but not limited to, supervisory and managing agents, building management agents, insurance brokers, real estate brokers and loan brokers, on such terms and for such compensation as the General Partner shall determine.

(f) To pay any and all organization expenses incurred in the creation of the Partnership and to pay selling expenses incurred in the sale of the Limited Partnership interests.

(g) To compromise, arbitrate, or otherwise adjust claims in favor of or against the Partnership and to commence or defend litigation with respect to the Partnership or any assets of the Partnership as the General Partner may deem advisable, all or any of the above matters being at the expense of the Partnership.

(h) To execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

The General Partner shall have all the rights and powers and be subject to all the restrictions and liabilities of a partner in a Partnership without limited partners, except that the General Partner has no authority to:

(a) Do any act in contravention of the Certificate and this Agreement;

(b) Do any act which would make it impossible to carry on the ordinary business of the Partnership;

(c) Confess a judgment against the Partnership;

(d) Possess Partnership property or assign the rights of the Partnership in specific Partnership property for other than a Partnership purpose;

(e) Admit a person as a General Partner except as otherwise provided in this Agreement;

(f) Admit a person as a Limited Partner except as otherwise provided in this Agreement;

(g) Continue the business with Partnership property after his retirement, expulsion, adjudication of bankruptcy or insolvency, dissolution or other cessation to exist.

16. Other Business Ventures. Any of the Partners, or any shareholder, officer, director, employee or other person holding a legal or beneficial interest in an entity which is a Partner, may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of mining property; and neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

17. Books, Records, Accounts and Reports. At all times during the existence of the Partnership the General Partner shall keep, or cause to be kept by an agent, full and true books of account, in which shall be entered fully and accurately each transaction of the Partnership. Such books of account, together with a copy of the Certificate and Agreement of Limited Partnership and any amendments thereto, shall at all times be maintained at the principal office of the Partnership and shall be open to the reasonable inspection and examination of the Partners or their duly authorized representatives.

The General Partner shall have income tax returns prepared for the Partnership, and a report indicating the respective Limited Partner's share of net profits or losses and capital gains

or losses, all as defined and reflected on said Partnership income tax return, shall be distributed to the Partners within ninety (90) days after the close of the taxable year of the Partnership for which such return was prepared.

The General Partner shall further provide to the Partners all assay, smelter and other mining reports and accounts pertaining to properties explored, developed and/or mined by the Partnership.

18. Bank Accounts. All funds of the Partnership are to be deposited in the Partnership name in such bank account or accounts as shall be designated by the General Partner. Withdrawals from any such bank account or accounts shall be made upon such signatures as the General Partner may designate.

19. Right of First Refusal. No Limited Partner may sell, assign or transfer all or any part of his interest herein or any part of his interest in the Limited Partnership without first complying with the terms of this paragraph. Any sale made without so first complying shall not be a sale of any interest herein or in this Limited Partnership.

If any Limited Partner desires to sell his interest in the Partnership he shall first deliver to the General Partner and each Limited Partner a written notice of the proposed sale setting forth the name and address of the proposed purchaser, the purchase price (which must be an amount specified in dollars, but which may be paid either in a lump sum or in installments over an extended period of time) and the term of the proposed sale. The Limited Partners will have the option to collectively purchase the offered interest, thereby giving them a prorata increase of ownership interest, which may be exercised by delivery to such Limited Partner of a written notice of exercise at any time within thirty (30) days after the delivery of the notice of the proposed sale. If such option is exercised, the purchase price shall be paid in accordance with the terms of the notice of proposed sale and within ten (10) days after delivery of the notice of exercise an appropriate assignment of the interest shall

be executed and delivered to the General Partner on behalf of the Limited Partners. If all the Limited Partners do not elect to acquire said interest, any one or more of the Limited Partners may so acquire said interest pursuant to the terms and conditions set forth above. If no Limited Partner or group of Limited Partners exercises such option, the selling Limited Partner shall have the right to sell his interest in the Partnership to the person named in the notice of proposed sale at the price and pursuant to the provisions set forth therein. However, if such Limited Partner fails to exercise such right within sixty (60) days after delivery of the notice of proposed sale, such right shall terminate and such Limited Partner shall not thereafter sell to any person such interest without again complying with the foregoing procedure. No person who purchases the interest of any Limited Partner in the Partnership shall have the right to become a substituted Limited Partner within the meaning of this Act without the prior written consent of the General Partner.

Any Limited Partner shall have the right to give, transfer, assign or convey all or part of his interest as a Limited Partner. No Limited Partner shall sell, transfer or assign his interest as a Limited Partner in the Partnership to a minor or to any person who for any reason lacks the capacity to contract for himself under applicable laws. However, such limitation shall not restrict the right of any Limited Partner to sell, transfer or assign his interest as a Limited Partner in the Partnership to a guardian, custodian or trustee for a person who solely by reason of his minority or other incapacity would be ineligible to become a purchaser, transferee or assignee hereunder. Any such guardian, custodian or trustee shall have the right to become a substituted Limited Partner if his ward or beneficiary would have been entitled to exercise such right in the absence of his minority or other incapacity.

20. Death, Incompetency or Dissolution of a Limited Partner. Upon the death or legal incompetency of an individual Limited Partner, his personal representative shall have all of

the rights of a Limited Partner for the purpose of settling or managing his estate, and such power as the decedent or incompetent possessed to constitute a successor as an assignee of his interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner, not an individual, the authorized representative of such entity shall have all of the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the business of such entity and such power as such entity possessed to constitute a successor as an assignee of its interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

21. Successor General Partner. Upon the death, resignation, bankruptcy, permanent disability, or judicially determined incompetency of the General Partner, the Partnership will terminate unless within a period of three (3) months from the date of such event, a successor General Partner is elected by a vote of Limited Partners holding more than fifty percent (50%) of the outstanding interest.

22. Termination and Dissolution of the Partnership. The Partnership shall be terminated and dissolved thirty (30) years from the date hereof, or prior thereto upon the happening of any of the following events:

(a) The death, resignation, bankruptcy, permanent disability or judicially determined incompetency of the General Partner, unless within a period of three (3) months from the date of such event, a successor General Partner is elected by a vote of Limited Partners holding more than fifty percent (50%) of the outstanding interests.

(b) The written decision of Limited Partners entitled to more than fifty-one percent (51%) of the profits of the Partnership.

Upon a dissolution and termination of the Partnership, the net profits and losses shall continue to be divided among or borne by the Partners during the period of liquidation in accordance with the provisions of paragraph 9 above. The proceeds of liquidation shall be distributed as realized in the following order:

(a) To creditors, in the order of priority as provided by law.

(b) To Limited Partners, in respect to their share of the profits and other compensation by way of incomes of their contributions.

(c) To Limited Partners, in respect to the capital of their contributions.

23. Amendment of Limited Partnership Certificate and Agreement. The Certificate of Limited Partnership of this Partnership shall be amended whenever:

(a) There is a change in the name of the Partnership or the amount or character of the contribution of any Limited Partner;

(b) A person is substituted as a Limited Partner;

(c) An additional Limited Partner is admitted;

(d) A person is admitted as a successor General Partner;

(e) The death, resignation, bankruptcy, permanent disability, or judicially determined incompetency of a General Partner, and a new General Partner is elected;

(f) There is a change in the character of the business of the Partnership;

(g) There is a false or erroneous statement in the Certificate;

(h) There is a change in the time stated in the Certificate for the dissolution of the Partnership, or the return of a contribution;

(i) A time is fixed for dissolution of the Partnership or the return of contributions and such time has not been specified in the Certificate;

(j) The Partners desire to make a change in any other statement in the Certificate in order that it shall accurately represent the agreement between them.

24. Meetings and Voting; Consideration of Partnership Matters Without a Meeting. Meetings of the Partnership may be called by the General Partner and shall be called by him upon the written request of the Limited Partners entitled to more than fifty percent (50%) of the profits of the Partnership.

In any matter described in this Agreement on which a Partner is entitled to grant (or deny) his consent or cast his vote, he may accomplish the same by attending any meeting convened for all of the Partners entitled to vote on the matter or he may grant to any person a special or general Power of Attorney to vote for him at any such meeting or he may grant (or deny) his consent in writing. Said written consent may be utilized at any meeting of the Partners (duly held) or it may be utilized in obtaining approval or denial by the Partners (without a meeting) of a matter submitted to all Partners entitled to grant or deny consent of said matter.

25. Expulsion of General Partner. Upon the vote of Limited Partners holding more than fifty-one percent (51%) of the then outstanding units, the General Partner may be expelled from the Partnership.

Written notice of the expulsion of the General Partner shall be served upon him either by certified or by registered mail, return receipt requested, or by personal service. Said notice shall set forth the day upon which the expulsion is to become effective, which date shall not be less than fifteen (15) days after the service of said notice upon the General Partner.

Upon receipt of notice, the General Partner shall cause an accounting to be prepared covering the transactions of the Partnership since the end of the previous fiscal year and thereafter he shall not sell or dispose or allow to be sold or disposed any Partnership asset unless such sale or disposition was the subject of a contract entered into by and binding upon the

Partnership prior to the date upon which the notice was received by the General Partner.

The expulsion of the General Partner shall become effective upon the date set forth in the notice provided that the compensation to which said General Partner is entitled has been paid in full at that time.

26. Indemnification of General Partner. The Partnership shall indemnify and hold harmless the General Partner from any personal loss or damage, including reasonable attorney's fees, incurred by him by reason of any act performed by said General Partner for or on behalf of the Partnership or any of its members, except any loss or damage which results from the proven gross negligence or willful misconduct of such General Partner or any officer or director thereof, or out of the proven breach by the General Partner of its obligations under the Certificate and Agreement of Limited Partnership. These indemnification rights shall be in addition to any and all other rights and remedies to which said General Partner shall be entitled.

27. Miscellaneous. All notice under this Agreement shall be in writing and shall be given to the Partner entitled thereto by personal service or by certified or registered mail, return receipt requested, to the address set forth in this Agreement for such Partner or at such other address as he may specify in writing.

Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word "person" shall include corporation, firm, partnership, or other form of association.

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding upon



all parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart. It is specifically contemplated that separate signature pages to this Agreement and Certificate of Limited Partnership will be executed and acknowledged by each of the persons who are to become Limited Partners pursuant to paragraph seven (7) above and will be filed, thereby binding all parties thereto.

This Agreement and all amendments hereto shall be governed by the laws of the State of Utah.

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Partners.

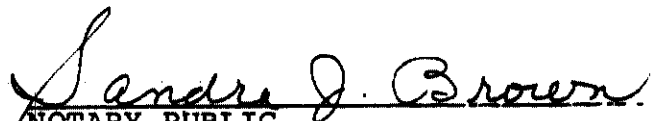
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GENERAL PARTNER:

  
ROBERT L. THORNTON

STATE OF Idaho )  
COUNTY OF Ada ) ss.

On this 13<sup>th</sup> day of December, 1982, personally appeared before me ROBERT L. THORNTON, the signer of the foregoing Certificate and Agreement of Limited Partnership of Tingle Foot Mining Company, who duly acknowledged to me that he executed the same.

  
NOTARY PUBLIC  
Residing at: Baie, ID  
Commission expires: 8-1-83

LIMITED PARTNERS:

% of Ownership Interest

  
ROBERT L. THORNTON

twenty percent (20%)

  
RAYMOND H. PENCE

twenty percent (20%)

LIMITED PARTNER:

% of Ownership Interest

Frank White  
FRANK WHITE

Beverly White  
BEVERLY WHITE

David L. Durban  
DAVID L. DURBANO

Emmett G. Stratton  
EMMETT G. STRATTON

Husband and Wife,  
twenty percent (20%)

twenty percent (20%)

twenty percent (20%)

STATE OF Idaho )  
COUNTY OF Ada ) : ss.

On this 13 day of December 1982, personally appeared before me ROBERT L. THORNTON, the signer of the foregoing Certificate and Agreement of Limited Partnership of Tingle Foot Mining Company, who duly acknowledged to me that he executed the same.

Sandra J. Brown  
NOTARY PUBLIC  
Residing at: Boise, ID  
Commission expires: 8-1-83

STATE OF Idaho )  
COUNTY OF Ada ) : ss.

On this 13 day of December 1982, personally appeared before me RAYMOND H. PENCE, the signer of the foregoing Certificate and Agreement of Limited Partnership of Tingle Foot Mining Company, who duly acknowledged to me that he executed the same.

Sandra J. Brown  
NOTARY PUBLIC  
Residing at: Boise, ID  
Commission expires: 8-1-83

STATE OF Utah )  
COUNTY OF Weber ) : ss.

On this 5th day of November, 1982, personally appeared before me FRANK WHITE and BEVERLY WHITE, husband and wife, signers of the foregoing Certificate and Agreement of Limited Partnership of Tingle Foot Mining Company, who duly acknowledged to me that they executed the same.

Michael J. Robinson  
NOTARY PUBLIC  
Residing at: Orderville

STATE OF UTAH )  
COUNTY OF weber ) ss.

On this 5th day of November, 1982, personally appeared before me DAVID L. DURBANO, the signer of the foregoing Certificate and Agreement of Limited Partnership of Tingle Foot Mining Company, who duly acknowledged to me that he executed the same.

  
NOTARY PUBLIC

Residing at: opden UT  
Commission expires: 2-5-85

STATE OF Utah )  
COUNTY OF weber ) ss.

On this 5th day of November, 1982, personally appeared before me EMMETT G. STRATTON, the signer of the foregoing Certificate and Agreement of Limited Partnership of Tingle Foot Mining Company, who duly acknowledged to me that he executed the same.

  
NOTARY PUBLIC

Residing at: opden UT  
Commission expires: 2-5-85

STATE OF UTAH }  
COUNTY OF WEBER } ss:

I HEREBY CERTIFY THAT THIS IS A TRUE COPY  
OF THE ORIGINAL ON FILE IN MY OFFICE.

DATED THIS 28 DAY OF Dec 1982

LEROY WILLIAMS, COUNTY CLERK &

EX OFFICIO CLERK OF 2nd DIST. COURT

BY L. Williams DEPUTY