

SEP 1 3 22 PM '83  
CERTIFICATE OF LIMITED PARTNERSHIP  
SECRETARY OF STATE  
OF

CARIBOU GOLD PLACERS *Limited Partnership*

We, the undersigned, desiring to form a limited partnership pursuant to the Uniform Limited Partnership Act as set forth in Idaho Code 53-201 through 53-267, do hereby certify:

1. The name of the firm under which the partnership is to be conducted is Caribou Gold Placers, *Limited Partnership*, a limited partnership.

2. The character of the business intended to be transacted by the limited partnership shall be the placer mining of gold in the Caribou Mountain Mining District in Bonneville County, Idaho.

3. The location of the business office shall be at 888 Jones Drive, City of Pocatello, County of Bannock, State of Idaho.

4. The location of the mining activities shall be in the Caribou Mountain or Mt. Pisgah Mining District, County of Bonneville, State of Idaho.

5. The location of the corporate offices of the general partner, Mi-Oro Mining Company, Inc. shall be at 888 Jones Drive, City of Pocatello, County of Bannock, State of Idaho.

6. The names and addresses of the corporate officers of Mi-Oro Mining Company, Inc., the general partner, are as follows:

Steve Lloyd, President and Treasurer, 888 Jones Drive, Pocatello, Idaho

Chad Turner, Vice President and Secretary, 1505 Sierra Drive, Pocatello, Idaho

7. The registered agent for the limited partnership shall be Steve Lloyd of 888 Jones Drive, Pocatello, Idaho.

8. The partnership shall exist for a five year period commencing May 1, 1983, and ending on April 30, 1988, unless sooner terminated by operation of law or by a majority vote of the limited partnership interests, in the event such

placer mining activities prove uneconomically feasible.

9. The maximum total cash contributions of the limited partners shall be \$100,000 with a minimum cash contribution of \$25,000 which shall be received by limited partners prior to commencement of mining activities. All limited partnership contributions shall be made in units of \$1,000.

10. Upon dissolution or termination of the partnership, after the liabilities shall have been paid, the limited partners shall be paid their capital contributions and their share of any retained profits and profits accruing for the final operational year. No payment of accrued profits or any other return of loans or contributions to the general partner shall occur until the limited partners have received their original contributions and accrued and reclaimed profits.

11. All net profits earned during any fiscal year shall be shared by the partners in accordance with the following schedule of allocation:

General Partner - Seventy percent (70%)

Limited Partners - Thirty percent (30%)

The allocation of profits to the limited partners shall be divided among the limited partners ratably in accordance with their capital contribution as may be determined from the investment of individual limited partners, which amount shall be divided by the total amount of capital contributions received from all limited partners subject to this agreement.

12. Limited partners shall each bear a share of the losses of the partnership equal to the share of profits to which each limited partner is entitled. The share of losses of each limited partner shall be charged against the limited partner's capital contribution. Limited partners shall at no time become liable for any obligations or losses of the partnership beyond the amounts of their respective capital contributions. After giving effect to the share of losses chargeable against the capital contributions of the limited partners, the remaining partnership losses shall be borne by general partner.

13. The general partner shall not substitute a partner in his place, or sell or assign all or any part of his interest in the partnership business without the written consent of limited partners. The Limited partner's interest shall be assignable in whole or in part. All limited partners shall have the right to confer upon the assignees of their interest or a part thereof the rights of a substituted limited partner as provided by the Idaho Limited Partnership Act, Idaho Code §53-201 and §53-267.

IN WITNESS WHEREOF the undersigned have executed this certificate.

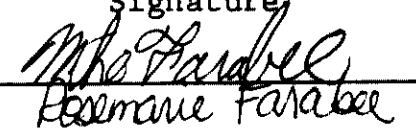
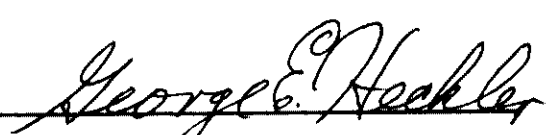
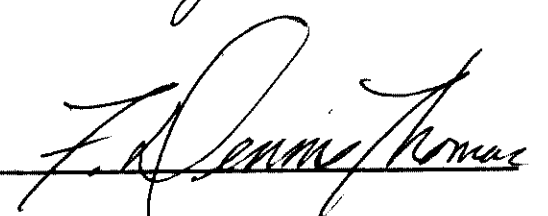
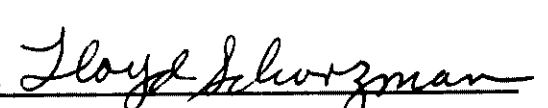
DATED this 31 day of August, 1983.

GENERAL PARTNER

  
President, Mi-Oro Mining Company, Inc.

  
Secretary, Mi-Oro Mining Company, Inc.

LIMITED PARTNERS are as follows:

Name/Address	Contributions	Date	Signature
Mike or Rosemarie Farabee 1199 Swisher Rd. Pocatello, Idaho 83201	\$1,000.00	6/8/83	 Rosemarie Farabee
George E. Heckler 529 South, 7th Ave. Pocatello, Idaho 83201	\$2,000.00	6/11/83	 George E. Heckler
F. Dennis Thomas 150 North Main Malad City, Idaho 83252	\$2,000.00	6/21/83	 F. Dennis Thomas
Lloyd Schorzman P.O. Box 38 Malta Idaho 83342	\$2,000.00	7/12/83	 Lloyd Schorzman

Name/Address	Contributions	Date	Signature
Gary or Sherma Shepherd 368 W. 600 N. Malad, Idaho 83252	\$1,000.00	7/12/83	Gary Shepherd Sherma Shepherd
M. C. Evans 26 Court Street Malad City, Idaho 83252	\$1,000.00	7/12/83	M. C. Evans
David J. Powers 602 South 1st Ave. Pocatello, Idaho 83201	\$2,000.00	7/14/83	D. J. Powers
Royce Jones 79 S. Main Malad, Idaho 83252	\$1,000.00	7/13/83	Royce C. Jones Anna L. Jones
Rick Goddard 25 Reynolds Street Malad, Idaho 83252	\$1,000.00	7/20/83	R. Rick Goddard
Dean M. or Marchey Lloyd 847 Northgate Dr. Pocatello, Idaho 83201	\$2,000.00	7/23/83	Dean M. Lloyd
John F. Heckler 529 S. 7th Ave. Pocatello, Idaho 83201	\$1,000.00	7/27/83	John Heckler
M. L. Miles Rt. 1 North Box 60 Pocatello, Idaho 83201	\$1,000.00	7/29/83	M. L. Miles
Roy F. Miller P.O. Box 1090 Pocatello, Idaho 83201	\$1,000.00	7/29/83	Roy F. Miller
John F. Heckler 529 S. 7th Ave. Pocatello, Idaho 83201	\$1,000.00	8/4/83	John Heckler
Cleon Edwards 150 S. Main Malad, Idaho 83252	\$1,000.00	8/4/83	Cleon Edwards
M. L. Miles Rt. 1 North Box 60 Pocatello, Idaho 83201	\$1,000.00	8/4/83	M. L. Miles

CERTIFICATE OF LIMITED PARTNERSHIP

Signature

8/4/83

Signature  
Valerie Johnson

8/4/83

Annie Chatterton

8/5/83

Carl Hege

8/9/83

*John Hammond*

8/23/83

Pat. E. Sordonte

Pocatello, Idaho 83201

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