

Oct 26 2 12 PM '90
CERTIFICATE OF LIMITED PARTNERSHIP
SECRETARY OF STATE

Oct 23 2 40 PM '90
SECRETARY OF STATE

COMES NOW Donald D. Blow and Robert E. Meyer and hereby declare

as follow:

[Handwritten signatures]
LIMITED

1. The name of the limited partnership is AU-NUGGET ~~XXXX~~ PARTNERSHIP.
2. The general character of its business is to produce or cause to be produced gold, silver, and other metals from various placer mining claims.
3. The name and address of the registered agent for service of process as required be Section 53-204, Idaho Code is as follows:

Donald D. Blow
7201 Kuna Mora Road
P.O. Box 467
Kuna, ID 83634
General Partner

4. The name and business address of each partner specifying the general partner and limited partners are as follows:

Donald D. Blow
7201 Kuna Mora Road
P.O. Box 467
Kuna, ID 83634

Robert E. Meyer
4590 Grass Valley Road
Winnemucca, NV 89445
Limited Partner

Meyer Resources, a Nevada Limited Partnership
4590 Grass Valley Road
Winnemucca, NV 89445
Limited Partner

5. The amount of cash and a description and statement of the agreed value of other property or labor or services contributed by each partner are as follows:

- a. Robert E. Meyer, cash in the amount of \$27,000.
- b. Meyer Resources, none.
- c. Donald D. Blow, none.

6. Within five days of the signing of this certificate, the following additional contributions shall be made.

- a. Robert E. Meyer, none.
- b. Meyer Resources, cash in the amount of \$3,000.
- c. Donald D. Blow, none.

7. A limited partner may sell, transfer or assign all of any part of his interest in the Partnership to any person or entity provided that:

- a. The Limited Partner and his purchaser, transferee, or assignee execute, acknowledge, and deliver to the General Partner such instrument of transfer and assignment as the General Partner may deem necessary or desirable to affect admission of the new limited partner;

- b. The Limited Partner pays the Partnership a fee determined by the General Partner, sufficient to pay all reasonable expenses incurred by the Partnership in connection with the transaction; and

- c. The purchaser, transferee, or assignee of such Limited Partner represents, in writing, to the General Partner that

he will not resell or otherwise dispose of his interest in the Partnership except in accordance with the provisions of Article IV of this Agreement.

8. The decision of all of the limited partners and delivery from the limited partners to the general partner of written notice to dissolve will terminate the membership of the limited partners. As termination of the membership of the limited partners will result in dissolution of the partnership, the method of determining the value of the distribution to which the limited partners may be entitled will be as follows:

a. The general partner, or if there is no general partner, a trustee elected by the limited partners having an aggregate interest in the net profits of a partnership of fifty percent, will take full account of the Partnership's assets and liabilities and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds to the extent sufficient, will be applied and distributed in the following order:

(1) Payment of debts and liabilities of the partnership and the expenses of liquidation in the priority provided by law;

(2) Establishment of such reserves as may be deemed reasonably necessary for any contingent or unforeseen liabilities or obligations of the partnership for such period as is deemed advisable;

(3) Payment to the limited partners for the credit balances, if any, of their capital accounts;

(4) Payment to the general partner for the credit balance, if any, of his capital account; and

(5) Distribution of the balance, if any, to the general partner and limited partners according to their respective entitlements to share in the net profits of the partnership.

9. A partner has the right to receive distribution from the partnership the net income of the partnership at such times at the discretion of the general partner.

10. There is no right of a partner to receive or for a general partner to make distributions to a partner which include a return of all or any part of the partner's contribution until the termination and liquidation of the partnership.

11. The Partnership will be dissolved upon the first to occur of the following events:

a. The withdrawal, dissolution or bankruptcy of the General Partner;

b. The decision of all of the limited partners and delivery from the limited partners to the general partner of written notice to dissolve; or

c. The expiration of the term of the partnership on January 1, 2000.

12. Upon the occurrence of an event specified in paragraph 11, the limited partners may elect to continue the

partnership through the purchase of the general partner's interest by the partnership. The value of the general partner's interest in the partnership will be the amount of the credit balance, if any, in its capital account as of the last day of the fiscal year preceding the fiscal year in which termination occurs.

13. A formal limited partnership agreement was executed between the general and limited partners on the 11 day of Oct, 1990.

Signed this 11 day of Oct, 1990.

Donald D. Blow
Donald D. Blow
General Partner

STATE OF CALIFORNIA)
County of Los Angeles) ss:

On this 11th day of October, in the year 1990, before me, Linda J. Ricklef, notary public, personally appeared Donald D. Blow, known or identified to me to be the person who executed the instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



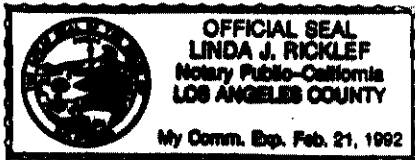
Linda J. Ricklef
Notary Public for California
Residing at: 14132 E. Firestone Bl. Santa Fe Spring
My commission expires: 2-21-92

Signed this 11 day of October, 1990.
Robert E. Meyer
Robert E. Meyer
Limited Partner

STATE OF CALIFORNIA)
)
County of Los Angeles) ss:

On this 11 day of October, in the year 1990, before me, Linda J. Ricklef, notary public, personally appeared Robert E. Meyer, personally known to me to be the person who executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Linda J. Ricklef
Notary Public for California
Residing at: 14132 E. Firestone Bl. Santa Fe Sp.
My commission expires: 2-21-92 C.A.

Signed this 26th day of October, 1990.

MEYER RESOURCES, a Nevada Limited
Partnership

BY *L. Duane McPherson*

L. Duane McPherson
Its Vice President

STATE OF IDAHO)
): ss.
County of Ada)

On this 26th day of October, 1990, before me, Debbie K. Briggs, a notary public for said State, personally appeared L. DUANE MCPHERSON, known or identified to me to be the Vice President of MEYER RESOURCES, the limited partnership that executed the instrument or the person who executed the instrument on behalf of said partnership, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Debbie K Briggs
Notary Public
Residing at: Boise, Idaho
My Commission Expires: 1-23-91