

CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, desiring to form a Limited Partnership pursuant to the laws of the State of Indiana, hereby make, acknowledge, and file this Certificate of Limited Partnership for Moapa Valley Mining, Ltd., hereinafter referred to as the "Partnership".

NAME OF PARTNERSHIP

1. The name of the Partnership is Moapa Valley Mining, Ltd.

CHARACTER OF BUSINESS

2. The business and the purpose of the Partnership is to build, construct, operate, maintain processing facilities for the purposes of processing ore from various properties and to do any and all things convenient, necessary or proper to the development, promotion, management and operation of the Partnership and for all other purposes for which Limited Partnerships may be formed under the laws of the State of Indiana.

LOCATION OF PRINCIPAL PLACE OF BUSINESS

3. The principal place of business of the Partnership shall be located at 207 North Main Street, Bourbon, Indiana 46504.

NAME AND PLACE OF RESIDENCE OF PARTNERS

- 4.(a) The name and place of residence of the General Partner in the Partnership is as follows: Lloyd Howard, 10376 16th Road, Argos, Indiana 46501.

- (b) The name and place of residence of each Limited Partner in the Partnership is as follows: Western Enterprises, An Indiana Limited Partnership, Post Office Box 69, Argos, Indiana 46501.

TERM OF PARTNERSHIP

5. The term for which the Partnership is to exist is for a period of five (5) years from the date on which this Certificate is

filed or until it is dissolved, wound up, terminated or extended pursuant to the law or the Partnership Agreement.

CONTRIBUTIONS OF LIMITED PARTNERS

6. The amount of cash and the description and agreed value of the other property contributed to the Partnership by each Limited Partner in the Partnership is as follows:

<u>Name of Partner</u>	<u>Contribution</u>	<u>Agreed Value of Contribution</u>
Western Enterprises	Equipment and materials	\$300,000.00

RETURN OF CONTRIBUTION

7. The contribution of each Limited Partner is to be returned to such partner at such partner's request or upon the dissolution of the Partnership.

DIVISION OF PROFITS

8. The share of the profits of the Partnership or the other compensation by way of income which each Limited Partner shall receive by reason of his contribution shall be as follows:

<u>Partner</u>	<u>Percent Share of Profit or Loss</u>
Lloyd Howard	5%
Western Enterprises	95%

ASSIGNEE OF LIMITED PARTNER

9. Each Limited Partner has the right to substitute an assignee in his place upon the following terms and conditions: After first obtaining written consent of all the Partners; having the person to be admitted agree in writing to be bound by all the provisions of the Limited Partnership Agreement; and payment by the person to be admitted the sum of Two Hundred Fifty Dollars (\$250.00), to cover necessary attorney and filing fees to have the amended Certificate of Limited Partnership prepared, executed, sworn to and filed for record.

ADDITIONAL LIMITED PARTNERS

10. The Partner does not have the right to admit additional Limited Partners.

PRIORITIES AMONG LIMITED PARTNERS

11. None of the Limited Partners of the Partnership shall have any right of priority over the other Limited Partners.

CONTINUATION OF BUSINESS

12. The Limited Partners have the right to continue the business of the Partnership on the death, retirement, or insanity of the General Partner pursuant to the terms of the Limited Partnership Agreement.

RETURN OF CONTRIBUTION OTHER THAN CASH

13. None of the Limited Partners shall have the right to demand or receive property other than cash in return for his contribution to the Partnership.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 24 day of November, 1982.

TURN TO:

LIMITED PARTNER

WESTERN ENTERPRISES
Post Office Box 69
Arogs, Indiana 46501
By Its General Partners:

Phyllis Howard
Phyllis Howard

GENERAL PARTNER

Lloyd Howard
Lloyd Howard

ARGOS EQUIPMENT MANUFACTURING CO., INC.

BY: Kenneth D. Howard
Kenneth D. Howard, President

HAV-I-LAH, INC.

BY: Jerry L. Tolson
Jerry L. Tolson, President

Kenneth McBride
Kenneth McBride

NEWCOMB & BEESON

BY: Larry D. Beeson
Larry D. Beeson

Subscribed and sworn to before me this 24th day of November, 1982.

Lara S. Beeson NOTARY PUBLIC
Residing in Marshall County.

My Commission Expires:

February 15, 1986

No. 76557
FILED AND RECORDED AT REQUEST OF
Moapa Valley Mining
December 7, 1982
AT 1 MINUTES PAST 9 O'CLOCK
A.M. IN BOOK 52 OF OFFICIAL
RECORDS, PAGE 464 LINCOLN
COUNTY, NEVADA
YURIKO SETSUN

Edith [Signature]