

THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL RECORDED IN MY OFFICE ON THIS DATE AS DOCUMENT NO. 3201

ATTEST NOV 19 1963

RAY E. LEE County Recorder
County of Los Angeles
State of California
BY JOE [Signature] DEPUTY

NOV 19 1963
[Signature]

3201

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MARTEL MINING COMPANY

The undersigned, desiring to form a limited partnership (hereinafter referred to as "the partnership" or "this partnership") under the Uniform Limited Partnership Act as set forth in Title 2, Chapter 2 of the California Corporations Code, hereby agree and certify as follows:

I

NAME OF PARTNERSHIP

The firm name of the partnership shall be: MARTEL MINING COMPANY.

II

PRINCIPAL PLACE OF BUSINESS

The location of the principal place of business shall be at 5979 West Third Street, Suite 200, Los Angeles, California 90036, or at such other place or places as the General Partners may determine.

This Certificate shall be signed and acknowledged pursuant to the provisions of Section 15502 of the Corporations Code. The General Partners shall cause said Certificate to be recorded in the Office of the Recorder of Los Angeles County. Said recorded Certificate or a copy of such recorded Certificate, certified by the Recorder of Los Angeles County, shall be filed in the Office of the Recorder of such other counties, whether in California, Nevada or any other state, in which the partnership has a place of business or in which any of the properties it owns or is leasing is located, including the properties hereinafter mentioned.

Upon the execution of this Certificate or a subsequent change in the membership of this limited partnership, the partners shall sign, cause to be filed, and publish in Los Angeles County and in such other counties, whether in California, Nevada or any other states, in which it conducts business, a certificate of fictitious name, setting forth the name and residence of each partner.

III

The specific and primary purposes of this partnership are to explore and develop the mining properties hereinafter specified as being assigned to the partnership by various partners. The general character of the business to be transacted by the partnership is that of searching, prospecting, exploring, mining, producing, acquiring, owning, preparing for market selling or otherwise disposing of minerals, metals, ores, coal, stone, petroleum, gas, timber and any other useful or valuable elements, substances or products, and the conduct of activities incidental to the foregoing principal activities.

To accomplish the purposes of this partnership, the partnership will enter into an Employment Agreement with Robert L. Redmond, under the terms of which he will agree to supervise the exploration and development activities of the partnership for a specified compensation.

IV

NAMES AND ADDRESSES OF PARTNERS

1. The names and addresses of the General Partners of this partnership are as follows:

Roberts-Redmond Corp., a Nevada corporation
5979 West Third Street, Suite 200
Los Angeles, California, 90036

Robert L. Redmond
1080 Pineridge Drive
Reno, Nevada

2. The names and addresses of the Limited Partners of this partnership are as follows:

Mildred Roberts
1310 Oaklawn Road
Arcadia, California

David M. Zerner
954 Schumacher Drive
Los Angeles 48, California

Andrew D. Berkey II
230 North Rockingham Drive
Los Angeles 49, California

Paul N. Gilbert
350 North Crescent Drive
Beverly Hills, California

David Rose
4020 Longridge Avenue
Sherman Oaks, California

Leroy B. Kilman, as Trustee
of the
HOLLY ELAINE ROBERTS 1957 TRUST
11141 Greenlawn Avenue
Culver City, California

Leroy B. Kilman, as Trustee
of the
CYNTHIA ANNE ROBERTS TRUST
11141 Greenlawn Avenue
Culver City, California

V

CAPITAL CONTRIBUTIONS

A. General Partners.

The initial capital contributions of the General Partners shall be as follows:

1. Roberts-Redmond Corp. has been assigned the right to take mineral leases on certain properties situated on the Walker River Paiute Reservation in Nevada, pursuant to an Agreement dated April 15, 1963 by and between Roberts-Redmond Corp. and Idaho Mining Corporation, a Nevada corporation, as amended on May 27, 1963, August 29, 1963, September 20, 1963, and September 30, 1963. Sixty percent (60%) of its rights under said April 15, 1963 Agreement, as amended, has been assigned to Mildred Roberts and twenty percent (20%) of said rights has been

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assigned to Robert L. Redmond, Robert L. Redmond and Roberts-Redmond Corp. agree to assign their twenty percent (20%) interests in said April 15, 1963 Agreement to the partnership.

2. Roberts-Redmond Corp. is the lessee under that certain Mining Lease, dated May 28, 1963, by and between EDGAR L. STEPHENSON and HELEN C. STEPHENSON, husband and wife, EDMOND F. LAWRENCE and HELEN J. LAWRENCE, husband and wife, and H. EVAN ROBERTS, as Lessor, and ROBERTS-REDMOND CORP., as Lessee, and covering certain mining properties situated in the Cortez Mining District, Eureka County, State of Nevada. Roberts-Redmond Corp. has assigned eighty percent (80%) of its rights under said Lease to Mildred Roberts and hereby agrees to assign the remaining twenty percent (20%) of said rights to the partnership.

3. It is hereby agreed to by all the partners that the aforesaid capital contributions of Roberts-Redmond Corp. and Robert L. Redmond have a potentially high value, but that said value is presently unascertainable and therefore will not be valued at this time.

B. Limited Partners.

1. Mildred Roberts shall make the following contributions to the capital of the partnership:

(a) Her sixty percent (60%) interest in the April 15, 1963 Agreement mentioned in Paragraph V, A. 1 of this Certificate.

(b) Her eighty percent (80%) interest in the May 28, 1963 Mining Lease mentioned in Paragraph V, A. 2 of this Certificate.

(c) All of her rights as assignee of all of the lessee's rights under that certain Mining Lease dated May 1, 1961, as amended on April 25, 1962, by and between Woodrow W. Clyburn, Tom M. Clyburn and Gladys Clyburn, as lessors, and H. Evan Roberts, as lessee, and covering certain mining properties situated in Siskiyou County, State of California. Said lease was recorded May 15, 1961, in Liber 460, Official Records, Siskiyou County, page 363.

(d) All of her rights as assignee of all of the lessee's rights under that certain Mining Lease dated January 2, 1962, by and between O. H. Klatt and Nellie S. Lofftus, as lessors, and Roberts and Associates, as lessee, and covering certain mining properties situated in Siskiyou County, State of California. Said lease was recorded April 2, 1962 in Liber 473, Official Records, Siskiyou County, page 810.

(e) All of her rights as assignee of all of the lessee's rights under that certain Mining Lease dated January 2, 1962, by and between Walter W. Lofftus and Nellie S. Lofftus, as lessors, and Roberts and Associates, as lessee, and covering certain mining properties situated in Siskiyou County, State of California. Said lease was recorded April 2, 1962 in Liber 473, Official Records, Siskiyou County, page 814.

2. It is hereby agreed to by all the partners that the aforesaid capital contributions of Mildred Roberts have a potentially high value, but said value is presently unascertainable and therefore will not be valued at this time.

3. Each of the Limited Partners listed on Schedule "A" attached hereto has made a capital contribution to the partnership in the amount set opposite the name of such Limited Partner under the heading of "Capital Contributed" in said Schedule "A". In addition to such amounts, each of the said listed Limited Partners has agreed and hereby agrees to contribute or furnish the amount set opposite such Limited Partner's name in such Schedule "A", under the heading of "Capital to Be Paid In", and to pay the same on or before the date or dates indicated for the payment thereof in such schedule. Each such contribution shall be effective as of the date thereof. The capital interest of each such Limited Partner shall consist of the capital invested as shown on Schedule "A".

Should any of the Limited Partners listed on Schedule "A" fail to pay their capital contributions in the amount and on the dates set forth on Schedule "A" and continue to fail to pay

said contributions for 15 days after written notice of said failure to pay sent to him by the General Partners, he shall forfeit all of his interest in the partnership. The General Partners may thereafter transfer the interest of said partner to another person.

C. Withdrawal of Capital.

Neither a General nor a Limited Partner may withdraw his capital from the partnership without the consent of all the partners. Upon such a withdrawal, this Certificate of Limited Partnership shall be amended in conformance with the provisions of Section 15524(2)(a) of the Corporations Code.

D. Capital Account.

An individual capital account shall be maintained for each partner, General and Limited, to whom shall be credited or debited his contributions or withdrawals as the case may be.

E. No Warranties.

It is hereby understood and agreed that no warranties, express or implied, have been or are being given by Roberts-Redmond Corp., Robert L. Redmond, or Mildred Roberts as to the validity of any of the rights, leases or agreements to be transferred by them to the partnership as stated above or as to the title to the mining properties subject to said rights, leases or agreements.

VI

PROFITS AND LOSSES

1. Except as hereinafter provided in Paragraph VIII, the profits and losses of the partnership shall be shared by all of the partners as follows:

General Partners

Roberts-Redmond Corp.	10.00%
Robert L. Redmond	<u>7.50%</u>
Total	<u>17.50%</u>

Limited Partners

Mildred Roberts	57.500%
David M. Zerner	4.167%
Andrew D. Berkey II	4.167%
Paul N. Gilbert	10.000%
David Rose	4.167%
Leroy B. Kilman, as Trustee of the Holly Elaine Roberts 1957 Trust	1.666%
Leroy B. Kilman, as Trustee of the Cynthia Anne Roberts Trust	<u>0.833%</u>
Total	<u>82.500%</u>

VII

INCOME ACCOUNTS AND DISTRIBUTIONS

1. An individual income account shall be maintained for each partner. Profits and losses shall be credited or debited to the individual income accounts as soon as practicable after the close of each calendar year. No Limited Partner shall be personally liable for any debts of the partnership, or any losses thereof, beyond the amount contributed by him to the capital of the partnership, anything to the contrary herein inferable notwithstanding.

2. Distributions of profits to the partners prior to dissolution of the partnership shall be made only when ordered by both of the General Partners. Except as provided in Paragraph VIII, 2, such distributions shall be made on a pro rata basis in accordance with the percentages set forth in paragraph VI.

VIII

ALLOCATION OF EXPLORATION
AND DEVELOPMENT AND OTHER COSTS

1. The full amount of all exploration and development and other costs incurred by the partnership in exploring and developing any mining properties

shall be charged solely to the Limited Partners who have contributed cash to the partnership and shall be apportioned among said Limited Partners who have contributed cash in accordance with the percentages set forth on Schedule "B" attached hereto and made a part hereof by reference. Each of such Limited Partners who have contributed cash shall be entitled to report his pro rata portion of such costs, to the extent allowable by the income tax laws and regulations, as deductions on his income tax returns.

2. All of the operating profits (before deduction of said exploration and development and other costs) or operating losses of the partnership shall be credited or debited to the aforesaid Limited Partners who have contributed cash to the partnership, on a pro rata basis in accordance with the percentages set forth on Schedule "B", until there has been credited to them an amount equal to the full amount of said exploration and development and other costs and their share of the operating losses of the partnership. Thereafter, all of the operating profits and operating losses shall be apportioned among all of the partners in accordance with the percentages set forth in Paragraph VI.

3. As used in subparagraph 2 of this paragraph VIII, "operating profits" and "operating losses" shall mean the profits and losses from the sale of minerals by the partnership that are extracted from any mineral properties operated by it, and shall not include any profits or losses derived from the sale, transfer, assignment or other disposition of any other assets of the partnership, including but not limited to any leasehold interest in any mining properties. As to such assets, the partners shall share in the profits and losses derived from any disposition of said assets in the manner set forth in paragraph VI.

IX

TERM

This partnership shall continue for a term of five (5) years from the date of execution of this Certificate, unless sooner terminated as provided herein, or by the unanimous consent of all the partners.

X

MANAGEMENT, DUTIES AND SALARIES
OF PARTNERS

1. The General Partners shall be in full charge and shall assume all responsibility for the management and conduct of the partnership business. Each General Partner shall have only joint rights and powers in the conduct and management of the business, which may be exercised only by both General Partners. They shall only be required to devote such time and attention to the affairs of the partnership as seems necessary or proper, except as otherwise provided in the Employment Agreement to be entered into by and between the partnership and Robert L. Redmond.
2. No salary shall be paid to the General Partners for services rendered to the partnership as General Partners, except as otherwise provided in the Employment Agreement to be entered into by and between the partnership and Robert L. Redmond.
3. No Limited Partner shall take any part in the management of the business or transact any business for the partnership. No Limited Partner shall have any power to sign for or bind the partnership. No salary shall be paid to any Limited Partner.
4. No interest shall be paid to any partner on initial contributions to the capital of the partnership or on any subsequent capital contributions.
5. The General Partners are hereby authorized to sign and execute jointly for and on behalf of this partnership any and all contracts, leases, notes, deeds, deeds of trust, escrow instructions and any other instruments or documents relating to the mining properties or affairs of the partnership. Any instrument or document signed and executed by only one General Partner shall not be binding on this partnership.
6. It is specifically understood and agreed between the partners that the General Partners shall have no fiduciary obligations to any of the Limited Partners with respect to such other mining

ventures or any other business in which either of them may now be or may hereafter become engaged, except as otherwise provided in the Employment Agreement to be entered into by and between the partnership and Robert L. Redmond.

XI

TRANSFER OF PARTNERSHIP INTERESTS

No General Partner shall, without the consent of all of the other partners, pledge or hypothecate or in any manner sell, assign, or transfer his or its interest in the partnership. No Limited Partner shall, without the consent of both General Partners, pledge or hypothecate or in any manner sell, assign or transfer his interest in the partnership.

XII

CAUSES FOR DISSOLUTION

The retirement, death or adjudication of insanity or incompetency of Robert L. Redmond, or the retirement, dissolution, insolvency or bankruptcy of Roberts-Redmond Corp. shall cause a dissolution of this partnership.

XIII

DEATH OF A LIMITED PARTNER

On the death of a Limited Partner, his executor or administrator shall have all the rights of such Limited Partner for the purpose of settling his estate, and shall have the power to constitute any heirs or legatees of the deceased partner a substituted Limited Partner or Limited Partners with the same interest in the capital and profits and losses of the partnership as owned by such deceased Limited Partner. The death of a Limited Partner shall not cause a dissolution of this partnership.

XIV

WINDING UP AND DISSOLUTION

On the termination of the partnership or its dissolution, whether voluntary or otherwise, or upon filing of the notice of

dissolution, the General Partners shall proceed to wind up the affairs of the partnership. There shall first be paid all of the debts and obligations to creditors, including the Limited and General Partners. The balances remaining shall be distributed to the General Partners and Limited Partners, as follows:

(a) There shall first be distributed to each Limited Partner the balance in his capital account.

(b) There shall then be paid to each General Partner the balance in his or its capital account.

(c) There shall then be paid to the General Partners and Limited Partners the remaining assets of the partnership in accordance with the percentage of profits and losses to which the General Partners and the Limited Partners are entitled as provided in Article VI.

XIII

RECORDS, NOTICES AND MISCELLANEOUS

1. Proper and complete books of account shall be kept at all times and shall be open to inspection by any of the partners or by their accredited representatives during reasonable business hours. The books of account shall be examined and reviewed as of the close of each calendar year by a certified public accountant who shall make a report thereon to the partners and others beneficially interested. Said report shall be binding on the partners, unless within ninety (90) days after receiving such annual report, a disapproval in writing shall be submitted. However, said report shall not be binding in case of fraud.

2. Income tax returns of the partnership shall be filed on a calendar year basis.

3. Any notices to or between the partners shall be in writing and shall be sent certified or registered mail, return receipt requested, to the address of each partner as the same appears in the

books and records of the partnership.

4. If any part of this agreement is or shall be invalid or unenforceable for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this agreement, or any other portion thereof.

5. The masculine includes the feminine and the neuter, the singular includes the plural, and vice versa, as the context may require.

6. This agreement shall inure to the benefit of and shall be binding upon each of the partners and their respective personal representative, heirs, successors and assigns (including successors and assigns by operation of law and involuntary event, as well as by voluntary act).

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Limited Partnership this 25th day of October, 1963.

LIMITED PARTNERS:

GENERAL PARTNERS:

Mildred Roberts
Mildred Roberts

David M. Zerner
David M. Zerner

Andrew D. Berkey II
Andrew D. Berkey II

Paul N. Gilbert
Paul N. Gilbert

David Rose
David Rose

Leroy B. Kilman
Leroy B. Kilman, as Trustee
of the Holly Elaine Roberts
1957 Trust

Leroy B. Kilman
Leroy B. Kilman, as Trustee
of the Cynthia Anne Roberts
Trust

ROBERTS-REDMOND CORP.,
a Nevada corporation

By [Signature]
President

By [Signature]
Secretary

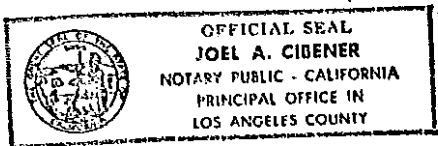
(Seal)

Robert L. Redmond
Robert L. Redmond

STATE OF CALIFORNIA)
: ss.
COUNTY OF LOS ANGELES)

On October 25, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MILDRED ROBERTS and DAVID M. ZERNER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



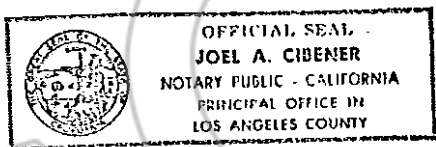
Joel A. Cibener
Notary Public in and for said
County and State

JOEL A. CIBENER
My Commission Expires Jan. 30, 1967

STATE OF CALIFORNIA)
: ss.
COUNTY OF LOS ANGELES)

On October 25, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL N. GILBERT and DAVID ROSE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



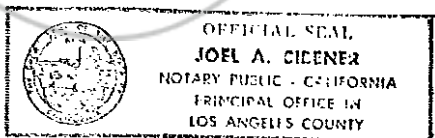
Joel A. Cibener
Notary Public in and for said
County and State

JOEL A. CIBENER
My Commission Expires Jan. 30, 1967

STATE OF CALIFORNIA)
: ss.
COUNTY OF LOS ANGELES)

On October 25, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LEROY B. KILMAN, as Trustee of the Holly Elaine Roberts 1957 Trust, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as such Trustee.

WITNESS my hand and official seal.



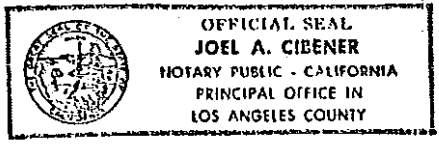
Joel A. Cibener
Notary Public in and for said
County and State

JOEL A. CIBENER
My Commission Expires Jan. 30, 1967

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 25, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LEROY B. KILMAN, as Trustee of the Cynthia Anne Roberts Trust, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as such Trustee.

WITNESS my hand and official seal.



Joel A. Cibener
Notary Public in and for said County and State

JOEL A. CIBENER
My Commission Expires Jan. 30, 1967

STATE OF NEVADA)
) ss.
COUNTY OF Nashua)

On OCT 29 1963, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT L. REDMOND, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



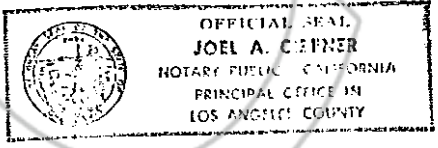
Robert L. Redmond
Notary Public in and for said County and State

My Commission Expires October 11, 1966

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 25, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ANDREW D. BERKEY, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



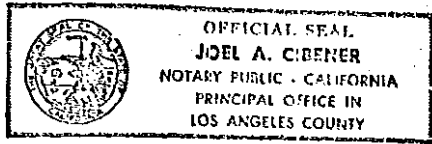
Joel A. Cibener
Notary Public in and for said County and State

JOEL A. CIBENER
My Commission Expires Jan. 30, 1967

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 89.

On October 25, 1963, before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared H. Evan Roberts, known to me to be the
President, and Robert C. Hardon, known to me to be
the Secretary of the corporation that executed the within instrument,
known to me to be the persons who executed the within instrument on
behalf of the corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant to its by-
laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Joel A. Cibener

Notary Public in and for said
County and State

JOEL A. CIBENER
My Commission Expires Jan. 30, 1967.

SCHEDULE "A"

<u>Limited Partners</u>	<u>Capital Contributed</u>	<u>Capital to Be Paid</u>	
		<u>January 10, 1964</u>	<u>July 1, 1964</u>
David M. Zerner	\$ 8,750.00	\$ 8,750.00	\$ 7,500.00
Andrew Berkey II	8,750.00	8,750.00	7,500.00
Paul N. Gilbert	21,000.00	21,000.00	18,000.00
David Rose	8,750.00	8,750.00	7,500.00
Leroy B. Kilman, as Trustee of the Holly Elaine Roberts 1957 Trust	3,500.00	3,500.00	3,000.00
Leroy B. Kilman, as Trustee of the Cynthia Anne Roberts Trust	1,750.00	1,750.00	1,500.00

SCHEDULE "B"

Percentage of Costs, Operating Income
and Operating Losses to be Allocated
Pursuant to Paragraph VIII

<u>Limited Partners</u>	<u>Percentage</u>
David M. Zerner	16.667%
Andrew Berkey II	16.667%
Paul N. Gilbert	40.000%
David Rose	16.667%
Leroy B. Kilman, as Trustee of the Holly Elaine Roberts 1957 Trust	6.666%
Leroy B. Kilman, as Trustee of the Cynthia Anne Roberts Trust	3.333%

File No. 39320

RECORDED AT THE REQUEST OF

ZERNE & SIMS

December 4 A.D. 1963

At 53 minutes past 10 A.M.

in Liber 2 of OFFICIAL RECORDS

Page 82 Records of

EUREKA COUNTY, NEVADA

Shelby G. Nelson Recorder

By _____ Deputy

Fee \$13