

55158

CERTIFICATE OF LIMITED PARTNERSHIP

1
2 STATE OF NEVADA)
3) ss.
4 COUNTY OF CLARK)

5 We, the undersigned, desiring to form a Limited Partner-
6 ship pursuant to the laws of the State of Nevada certify as
7 follows:

8 1. The name of the partnership is DIAMOND SILVER
9 EXPLORATION FUND.

10 2. The purpose of the partnership is to acquire an
11 interest, including leaseholds, claims, concessions and Mineral
12 rights, in properties which may contain hard minerals in the
13 Diamond Mining District in Eureka County, Nevada, for the purpose
14 of exploration and/or development; and, if feasible, to operate
15 or sell such properties.

16 3. The principal place of business is 709 Cline Street,
17 Las Vegas, Nevada, 89107.

18 4. The name and place of residence of the general
19 partner is: Diamond Silver, Inc., a Nevada corporation, 709
20 Cline Street, Las Vegas, Nevada, 89107.

21 The name and place of residence of the Limited
22 partner is: Einar C. Erickson, 709 Cline Street, Las Vegas,
23 Nevada, 89107.

24 5. The term for which the partnership is to exist is
25 from the 25th day of September, 1971, to the 24th day of September,
26 1981, unless dissolution and termination thereof occurs, as set
27 forth in the partnership agreement.

28 6. The amount of cash and a description and agreed
29 value of the other property contributed by the limited partner
30 is Two Thousand (\$2,000.00) Dollars.

31 7. The Limited partner may make additional contribu-
32 tions in units of Four Hundred (\$400.00) Dollars, if and when de-
sired by the limited partner, to a limit of One Thousand Fifty

Mail to:
Einar C. Erickson
709 Cline Street
Las Vegas, NV 89107

(1,050) of such units.

8. The contribution of each limited partner will not be returned by the partnership until dissolution and termination, at which time the limited partners shall receive their pro-rata share of liquidated assets.

9. The share of the profits or other compensation by way of income which the limited partner shall receive by reason of his contribution is two per cent (2%), which is in proportion to the contribution between partners.

10. The partnership interest of the limited partner may be transferred or assigned only with prior written consent of the General Partner. Said assignment must be of whole partnership units, the assignee must agree in writing to be bound by the partnership agreement, and said assignment shall specify the end of a calendar quarter as the effective date thereof.

11. The partners shall admit additional limited partners upon their entering into the partnership agreement, and their purchase of Four Hundred (\$400.00) Dollar units, limited to one thousand fifty (1,050) of such units.

12. Limited partners, if and when additional partners enter into the partnership agreement, do not have priority over other limited partners as to contributions or as to compensation by way of income.

13. The only General Partner is a corporation.

14. The limited partner may not demand nor receive property or cash in return for his contribution.

DIAMOND SILVER, INC.

By William C. Erickson Sec.
GENERAL PARTNER.

Linan C. Erickson
LINAN C. ERICKSON
LIMITED PARTNER.

Subscribed and collectively sworn to before me this 28 day of
September, 1971.

KEVIN M. GERGEN
Notary Public in and for the State of Nevada
My commission expires Oct. 10, 1974

Kevin M. Gergen
Notary Public in and for said County
and State.

RECORDED AT THE REQUEST OF Linan C. Erickson
on Oct. 15 1971 at 51 min. per 10 A. M.
Book 40 of OFFICIAL RECORDS, page 531-532
CLERK OF SUPERIOR COURT, NEVADA
FILE NO. 50155
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