

78693

SECOND AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP OF GENERAL MINERAL DEVELOPMENT COMPANY

The Certificate of Limited Partnership of General Mineral Development Company, a partnership, dated as of June 10, 1980, recorded on August 20, 1980, as document No. 689335 at page 0753, book 1553 of the Official Records of the Recorder of the County of Washoe, Nevada, and all prior amendments thereto, are hereby amended and restated in its or their entirety effective January 1, 1981 pursuant to Chapter 88 of the Nevada Revised Statutes as follows:

I. The name of the Partnership is General Mineral Development Company.

II. The character of business of the Partnership is to develop and place into commercial production the mineral properties included under Program A (such properties are described in Exhibit C hereto) and to conduct exploration and development activities with respect to the properties included under Program B (such properties are described in Exhibit D hereto) which, in the judgment of the General Partners, may contain gold, silver, or other minerals of commercial value. The Partnership may also participate in commercial activities with respect to any Partnership Properties or Prospects on or in which are found gold or silver or other valuable minerals in commercially mineable quantities. In addition, if any liquid crude oil or natural gas or similar minerals shall be discovered as an incident of the Partnership's activities, the Partnership may develop or sell or otherwise dispose of the property wherein the same shall be located or any interest therein for such consideration as the General Partners shall deem appropriate.

III. The location of the principal place of business of the partnership is 940 Matley Lane, Suite 14, Reno, Nevada, 89502.

IV. The names and addresses of the members of the partnership are set forth in Exhibit A hereto.

V. The partnership commenced on June 10, 1980, and shall continue until December 31, 2030, unless earlier dissolved upon the occurrence of:

(a) An election to dissolve the Partnership by a General Partner communicated by 120 days written notice to all holders of limited Partnership interests, or by affirmative vote of the holders of a majority interest of each separate class of limited Partnership interests, exclusive of any such interest held by any of the General Partners or any of their affiliates;

(b) The bankruptcy, insolvency, or dissolution of the last remaining initial General Partner if no new General Partner is or has been elected with the consent of all of the remaining Partners;

(c) Any event which shall make it unlawful for the existence of the Partnership to be continued; or

(d) The sale or other disposition of substantially all of the Partnership's properties.

VI. The amount of cash and a description of the agreed value of the other property contributed by each Limited Partner is set forth in Exhibit B hereto.

VII. No additional contributions are agreed to be made by any of the Limited Partners.

VIII. No time is agreed upon when the contribution of any Limited Partner is to be returned.

IX. The specific share of profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution is set forth in Exhibit E based on admission of Initial Limited Partners who have purchased in the aggregate 16 Partnership Units. A Partnership Unit for an Initial Limited Partner is \$85,000. Each Partner's share of profits or other income as set forth in Exhibit E may be subsequently adjusted for the purchase of additional Partnership Units (up to an aggregate maximum of 25 Partnership Units) by existing Initial Limited Partners or by persons who will be admitted as Initial Limited Partners. For purposes of Exhibit E, (1) Investment Recovery occurs when the total of the amounts credited to the Separate Property Account of a Partner established with respect to a Partnership Property or Prospect equals the amount of Committed Invested Capital reflected in such account and (2) Commercial Activities mean those activities conducted in connection with a particular Partnership Property or Prospect subsequent to the completion of Exploratory Activities for the purpose of obtaining and realizing upon Production, including but not limited to, activities in connection with the development, mining, treatment, transportation and marketing of ores, metals, and minerals.

Subject to the foregoing, the share of the profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution is determined as follows:

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(a) Subject to the adjustment for the admission of additional Initial Limited Partners (or those persons described in subparagraph (c) below), the Original Limited Partner shall receive 8.91% of the profits or other income attributable to operations conducted on the Program A Properties and 14.4375% of the profits and other income attributable to operations conducted on the Program B Properties, provided that, until such time as the capital allocated to a Program A property has been recovered by the Partners, 4.09489% of the profits or other income attributable to operations conducted on the Program A Properties and, until the earlier of the time when the capital allocated to a Program B property has been recovered by the Partners or commercial mining activities have commenced with respect thereto, 5.07688% of the profits or other income attributable to operations conducted on the Program B Properties shall be received by the Original Limited Partner. For adjustment purposes, the Original Limited Partner's share of profits or other income attributable to operations conducted on Program A properties is 14.85% of the aggregate interest in the profits or other income attributable to operations conducted on the Program A properties assigned to the General Partners and the Original Limited Partner as a group (whether before or after Investment Recovery) and the Original Limited Partner's share of profits or other income attributable to the operations conducted on Program B properties is 16.50% of the aggregate interest in profits or other income attributable to operations conducted on Program B properties assigned to the General Partners and the Original Limited Partner as a group (whether before or after the earlier of Investment Recovery or the commencement of Commercial Activities).

(b) If an aggregate of 25 Partnership Units are purchased by Initial Limited Partners, the Initial Limited Partners, as a group, shall receive 40% of the profits and other income attributable to operations conducted on the Program A Properties and 50% of the profits and other income attributable to operations conducted on the Program B Properties (among themselves, the Initial Limited Partners will share profits and other income in proportion to their respective capital contributions), provided, however, that, until such time as the capital allocated to any given Partnership property has been recovered, (or as to Program B Properties, the earlier of capital recovery by the

Partners or the commencement of commercial mining activities on such property) 75% of the profits or other income attributable to operations conducted on the Program A Properties and 90% of the profits or other income attributable to operations conducted on the Program B Properties shall be received by the Initial Limited Partners, as a group. Since the Partnership with the Initial Limited Partners has been commenced with Initial Limited Partners who, as a group, purchased an aggregate of 16 Partnership Units, Exhibit E reflects the adjustment in their interests in the Partnership to reflect such lesser number of units.

(c) Although no plans to do so exist as of the date of this Certificate, the General Partners may admit Additional Limited Partners and/or Supplemental Limited Partners to the Partnership. If such Partners are admitted they will receive an undetermined interest in the profits or other income attributable to operations on specified Partnership properties. The admission of such Partners shall cause an undetermined, but pro rata, dilution in the interest of the Original Limited Partner and the Initial Limited Partners in the profits and other income attributable to operations on those specific properties.

(d) The foregoing general rules are subject to the following exceptions:

(i) Any income derived from uncommitted invested capital paid by the Initial Limited Partners shall be credited 1% to the Managing General Partner and 99% to the Initial Limited Partners as a group,

(ii) Any income derived from uncommitted cash paid by Additional Limited Partners as capital shall be allocated 1% to the Managing General Partner and 99% to such Additional Limited Partners,

(iii) No Partner whose share of the capital allocated to a particular property has been recovered shall receive any further income or proceeds until the capital invested in such property attributable to all Partners has been recovered and the amount to which such Partner would otherwise be entitled shall be allocated among the Partners remaining entitled to share in the same in proportion to the amounts of their respective deficiencies.

(iv) If less than 25 Partnership Units are subscribed by the Initial Limited Partners, the share of profits and other compensation by way of income with respect to the Program A Properties which the Initial Limited Partners will receive (as a group) prior to such time as the capital allocated to a Program A property has been recovered by the Partners shall be reduced to that percentage that the actual dollar portion of the Initial Limited Partners' invested capital allocated to Program A bears to the total invested capital of the Partnership assigned to Program A.

(v) If less than 25 Partnership Units are subscribed by the Initial Limited Partners, the share of profits and other compensation by way of income with respect to the Program B Properties which the Initial Limited Partners will receive (as a group) shall be adjusted as follows:

(A) Prior to the earlier of such time as the capital allocated to a Program B property has been recovered by the Partners, or the commencement of commercial mining activities on such property, the Initial Limited Partners' share of profits and other compensation by way of income shall be reduced to that percentage that the actual dollar portion of the Initial Limited Partners' invested capital allocated to Program B bears to the total invested capital of the Partnership assigned to Program B, and

(B) After the earlier of (i) such time as the capital allocated to a Program B property has been recovered by the Partners or (ii) the commencement of commercial mining activities on such property, the Initial Limited Partners' share of profits and other compensation by way of income shall be reduced to that portion of 50% that the actual dollar portion of the Initial Limited Partners' invested capital allocated to Program B bears to \$800,000.

X. The interest of a Limited Partner or a Supplemental Limited Partner in the Partnership may be assigned (but effective only as of the end of the calendar quarter in which notice thereof is given to the General Partners) if all of the following conditions are met:

(a) In the opinion of the General Partners the transfer will not violate any state securities law;

(b) In the opinion of the General Partners the transfer will not result in the termination of the Partnership for Federal income tax purposes;

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provided, however, that if in the opinion of the General Partners the Partnership would be terminated for federal income tax purposes if the assignment became effective as of the end of the calendar quarter, but would not be terminated if the effective date were deferred, then, upon the written request of the assignor and the assignee, the effective date will be deferred to the end of the earliest calendar quarter in which the transfer or assignment will not result in the termination of the Partnership for federal income tax purposes; the earliest such requests in point of time have priority over later requests.

(c) The transferor shall state his intention in the instrument of assignment that the transferee shall become a substituted Limited Partner;

(d) There is obtained the written consent of all of the Partners, provided, however, that another Partner or the executors, administrators, heirs, beneficiaries, spouse or family members of a Limited Partner, or trustees of a testamentary or intervivos trust set up for the benefit of such Limited Partner's spouse or any member of his family and/or for the benefit of a tax-exempt charitable organization may become a substituted Limited Partner without such approval or the statement by the transferor required in (c) above;

(e) The transferor and/or the transferee shall execute such other instruments as the General Partners may deem necessary or desirable to effect admission of the substituted Limited Partner;

(f) The transferee shall execute the Limited Partnership Agreement;

(g) The transferee shall pay or obligate himself to pay, as the General Partners may require, all reasonable expenses connected with his admission, including but not limited to the cost of preparing and recording an appropriate amendment to the Certificate of Limited Partnership.

(h) The assignor has obtained consent to transfer such interest, if required, from the California Department of Corporations or any similar other governmental agency having jurisdiction with respect to such transfer; and

In the event of the death of a Limited Partner or a Supplemental Limited Partner the legal representative of the deceased partner shall be deemed to be the assignee of his entire interest and shall not be required to comply with sub-items (c) and (d) above in order to be admitted as a Substituted Limited Partner or Substituted Supplemental Limited Partner, provided that the other sub-items are fulfilled.

If any Limited Partner assigns his interest without receiving the required consent of all of the Partners, his transferee shall be an assignee within the meaning of Nevada Revised Statutes §88.200, but he shall have no right to exercise the powers of a Limited Partner with respect to the governance of the Partnership or to exercise the right to an accounting of Partnership transactions or to inspect the Partnership's books.

XI. A General Partner, acting alone, may amend the Partnership Agreement and this Certificate to admit additional persons to the Partnership as Initial Limited Partners and/or to appropriately adjust the Partners' interests in the Partnership to reflect any subsequent sales of Partnership Units to new or existing Initial Limited Partners provided, however, that the maximum number of Partnership Units subscribed to and purchased by all Initial Limited Partners does not exceed 25.

In order to raise equity capital to be used for additional exploration and development activities the General Partners may cause the Partnership to admit Additional Limited Partners upon terms which the General Partners determine to be fair and reasonable, but the interests acquired by any such Additional Limited Partners shall be limited to the particular Partnership property to which their capital contributions are allocated.

In order to raise equity capital to be used for commercial activities the General Partners may cause the Partnership to admit Supplemental Limited Partners, upon such terms as the General Partners determine to be fair and reasonable, but the interest acquired by such Supplemental Limited Partners shall be limited to the particular Partnership property to which their capital contributions are allocated.

XII. Except as provided in Section IX above, no Limited Partner has priority over any other Limited Partner as to contributions or as to compensation by way of income.

XIII. Upon the death, retirement, or insanity of a General Partner, the Partnership business may be continued

by the remaining General Partners provided that either Peter E. Galli or LSNH, Inc. continues to act as a General Partner or another General Partner who is or has been elected by all of the Partners acts as a General Partner.

XIV. The Limited Partners have no right to demand and receive property other than cash in return for their capital contributions.

XV. By the affirmative vote of the holders of a majority in interest of each class of Limited Partnership interests (exclusive of any interests held by the General Partners or their affiliates) the Limited Partners may:

(a) Disapprove the disposal by a General Partner of any of its interests in the Partnership if such disposition would change the characterization of the Partnership for Federal income tax purposes, affect the limited liability of the Limited Partners, or result in the termination of the Partnership for Federal income tax purposes;

(b) Cause the dissolution of the Partnership;

(c) Approve amendments of the Partnership Agreement proposed in writing by the General Partners accompanied by an opinion of legal counsel to the Partnership as to the legality and consequences thereof;

(d) Amend the Partnership Agreement, provided, however, that no such amendment which increases the liability of any Partner, or changes the contributions required by any Partner or changes the rights and interests of any Partner in the profits, losses or deductions of the Partnership, or changes the rights of any Partner upon dissolution shall be come effective except upon written acceptance by such Partner and no amendment to the Partnership Agreement shall permit the existence of the Partnership to continue without at least one General Partner elected or consented to by all of the Partners;

(e) Require the General Partners to cancel, upon thirty days notice and without penalty, any contract pursuant to which any services or equipment are to be provided to the Partnership by a General Partner or an affiliate of a General Partner (other than the Partnership Agreement or any contract comprising a part of any

interest purchased in conformity with the provisions in Section XI);

(f) Approve or veto the sale of all or substantially all of the assets of the Partnership as an entirety;

(g) Remove a General Partner;

(h) Elect a new General Partner to serve in the place of any General Partner who is removed or withdraws as a General Partner provided that either (1) such new General Partner is elected with the consent of all of the Partners, or (2) if elected with the consent of less than all of the Partners, either Peter E. Galli or LSNH, Inc. continues to act as a co-General Partner, in which case such new General Partner may continue to serve as such for only so long as either Peter E. Galli or LSNH, Inc. continues to act as co-General Partner. This power shall become effective only when it shall have been confirmed either by opinion of counsel or by favorable ruling from the Internal Revenue Service, that neither the grant nor the exercise of this power will adversely effect the tax status of the Partnership or any of the Partners;

Meetings of the holders of Limited Partnership interests may be called by the holders of not less than 10% in interest of any class of Limited Partnership interest, exclusive of any such interests held by the General Partners and any affiliate of a General Partner.

For all voting purposes provided or referred to in this Section XV, the Original Limited Partner, the Initial Limited Partners, and the Additional Limited Partners shall be considered a single class, with voting rights in proportion to their respective amounts of invested capital. Supplemental Limited Partners shall be considered to be a separate class with their respective voting rights in proportion to the amount invested by them in the Partnership.

XVI. Each Limited Partner, by his execution hereof, hereby irrevocably constitutes and appoints the Managing General Partner, Peter E. Galli, or his successor in interest with full power of substitution, his true and lawful attorney-in-fact and agent with full power and authority in his name, place and stead to make, execute, acknowledge, swear to, deliver, file and record in appropriate public offices:

(a) A Certificate of Limited Partnership pursuant to any applicable local partnership law, any instrument to amend such Certificate of Limited Partnership pursuant to any applicable local partnership law, and any other document or instrument necessary or appropriate to establish or maintain the Partnership as a limited partnership under the laws of the State of Nevada or any other jurisdiction where filing may be required;

(b) All such other instruments and documents that may be required by law or are appropriate to the conduct of the Partnership's business and the exercise by the General Partners of their authority under the Partnership Agreement; and

(c) Any documents or instruments appropriate to evidence the dissolution or accomplish the termination of the Partnership, including without limitation, deeds or instruments of conveyance and any instrument to revoke the Certificate of Limited Partnership.

The foregoing grant of authority:

(a) Is a special power of attorney coupled with an interest, is irrevocable and shall survive the death, incapacity, bankruptcy, dissolution or termination of the Limited Partner granting the power;

(b) May be exercised by the Managing General Partner on behalf of each Limited Partner by a facsimile signature or by listing all of the Limited Partners executing any instrument with a single signature as attorney-in-fact for all of them; and

(c) Shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest.

The undersigned agree that this Second Amendment to Certificate of Limited Partnership may be signed and sworn in multiple counterparts, each of said counterparts constituting an original and all together one certificate. In addition, this Second Amendment to Certificate of Limited Partnership may contain more than one signature page. All of such signature pages shall be read as though one, and they shall have the same force and effect as though all the signers had signed and sworn to a single signature page.

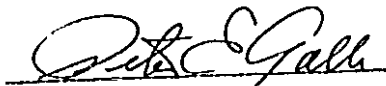
COUNTERPART SIGNATURE PAGE TO
SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GENERAL MINERAL DEVELOPMENT COMPANY

This is a counterpart signature page to the Second Amendment to the Certificate of Limited Partnership for General Mineral Development Company, a Nevada limited partnership. This page may be attached, with the signature pages of other Partners, to a master copy of the Second Amendment to the Certificate to be recorded in Nevada.

I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on January 1, 1981.

GENERAL PARTNER


Peter E. Galli

(This document must be acknowledged before a notary public)

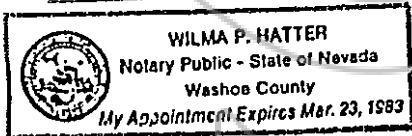
State of Nevada)
County of Washoe) ss.

On this 19th day of January in the year 1981, before me, the undersigned notary, personally appeared Peter E. Galli, 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 seal.

My Commission expires:


Notary Public



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COUNTERPART SIGNATURE PAGE TO
SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GENERAL MINERAL DEVELOPMENT COMPANY

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I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on January 1, 1981.

LSNH, INC., GENERAL PARTNER

By Peter E. Galli
Peter E. Galli, President

(This document must be acknowledged before a notary public)

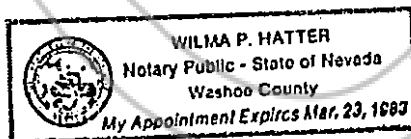
State of Nevada) ss.
County of Washoe)

On this 19th day of January in the year 1981, before me, the undersigned notary, personally appeared Peter E. Galli, known to me to be the president of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

Witness my hand and seal.

My Commission expires:

Wilma P. Hatter
Notary Public



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COUNTERPART SIGNATURE PAGE TO
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GENERAL MINERAL DEVELOPMENT COMPANY

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I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on January 1, 1981.

INITIAL LIMITED PARTNER AND
ORIGINAL LIMITED PARTNER

Mary Morris Leighton
MARY MORRIS LEIGHTON

(This document must be acknowledged before a notary public)

State of Indiana)
County of St. Joseph)

ss.

On this 5th day of January, in the year 1981,
before me, the undersigned notary, personally appeared
Mary Morris Leighton, known to me to be the person whose
name is subscribed to the within instrument, and acknowledged
to me that she executed the same.

Witness my hand and seal.

My Commission expires:
March 18, 1981

Sherrie L. Dunlap
Notary Public - Sherrie L. Dunlap

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COUNTERPART SIGNATURE PAGE TO
SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GENERAL MINERAL DEVELOPMENT COMPANY

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I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on 10th Day Oct, 1980.

INITIAL LIMITED PARTNER

William S. Osborne

(This document must be acknowledged before a notary public)

State of California }
County of San Joaquin } ss.

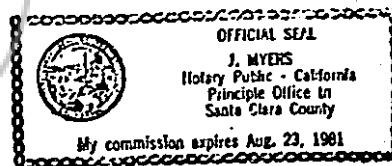
On this 10th day of October in the year 1980, before me, the undersigned notary, personally appeared William S. Osborne known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and seal

My Commission expires:

8-23-81

J. Myers
Notary Public



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COUNTERPART SIGNATURE PAGE TO
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GENERAL MINERAL DEVELOPMENT COMPANY

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I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on October 10, 1980.

INITIAL LIMITED PARTNER

Barbara P. Alhouse
BARBARA P. ALHOUSE

(This document must be acknowledged before a notary public)

State of CALIFORNIA)
County of SANTA CLARA) ss.

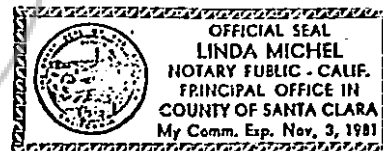
On this 8th day of JANUARY, in the year 1981, before me, the undersigned notary, personally appeared Barbara P. Alhouse, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Witness my hand and seal.

My Commission expires:

11-3-81

Linda Michel
Notary Public



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COUNTERPART SIGNATURE PAGE TO
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GENERAL MINERAL DEVELOPMENT COMPANY

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I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on October 10, 1980.

INITIAL LIMITED PARTNER

John D. Banks
John D. Banks

Sigrid S. Banks
Sigrid S. Banks

(This document must be acknowledged before a notary public)

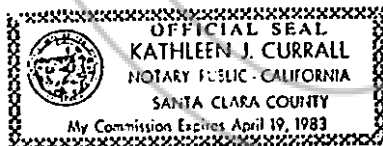
State of California)
County of Santa Clara) ss.

On this 10th day of October, in the year 1980, before me, the undersigned notary, personally appeared John D. Banks & Sigrid S. Banks, 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 seal.

My Commission expires:
4/19/83

Kathleen J. Currall
Notary Public



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COUNTERPART SIGNATURE PAGE TO
SECOND AMENDMENT TO
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I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on Oct 9, 1980.

INITIAL LIMITED PARTNER

Donald R. Calvert

(This document must be acknowledged before a notary public)

State of California)
County of Solano)

ss.

On this 9 day of Oct., in the year 1980, before me, the undersigned notary, personally appeared DONALD R. CALVERT, 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 seal.

My Commission expires:

Feb. 28, 1983

Wendy Buckles
Notary Public



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COUNTERPART SIGNATURE PAGE TO
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IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on October 9, 1980.

INITIAL LIMITED PARTNER

Marjorie J. Calvert
MARJORIE J. CALVERT

(This document must be acknowledged before a notary public)

State of California)
County of Solano) ss.

On this 8th day of January, in the year 1981, before me, the undersigned notary, personally appeared Marjorie J. Calvert, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Witness my hand and seal.

My Commission expires:

Feb 23, 1981

Ruby L. Lannen
Notary Public



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COUNTERPART SIGNATURE PAGE TO
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I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on Dec. 26, 1980.

INITIAL LIMITED PARTNER

Thomas Elke
THOMAS ELKE

(This document must be acknowledged before a notary public)

State of Arizona)
County of Pima) SS.

On this 26 day of December in the year 1980, before me, the undersigned notary, personally appeared Thomas Elke, 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 seal.

My Commission expires:

My Commission Expires August 20, 1984

Peter D. Eisner
Notary Public
PETER D. EISNER

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COUNTERPART SIGNATURE PAGE TO
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IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on January 1, 1981.

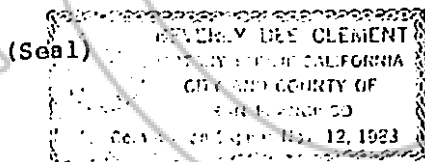
INITIAL LIMITED PARTNER
EUREKA INVESTORS, a Partnership

By William E. Horton
William E. Horton, a General Partner

(This document must be acknowledged before a notary public)

State of California)
) ss.
County of San Francisco

On this 13th day of January, 19 81, before me
the undersigned, personally appeared William E. Horton,
 known to me to be one of the partners of the partnership that
 executed the within instrument, and acknowledged to me that
 such partnership executed the same.



Notary Public in and for said
County and State

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COUNTERPART SIGNATURE PAGE TO
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IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on October 10, 1980.

INITIAL LIMITED PARTNER

Gerald M. Hildebrand

Meredith J. Hildebrand

(This document must be acknowledged before a notary public)

State of California)
County of San Francisco)

SS.

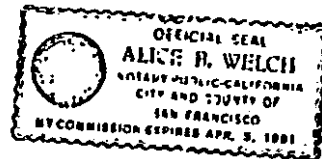
On this 10th day of October, in the year 1980, before me, the undersigned notary, personally appeared Gerald M. and Meredith J. Hildebrand known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and seal.

My Commission expires:

April 5, 1981

Alice B. Welch
Notary Public



715597

BOOK 91 PAGE 160

COUNTERPART SIGNATURE PAGE TO
SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GENERAL MINERAL DEVELOPMENT COMPANY

This is a counterpart signature page to the Second Amendment to the Certificate of Limited Partnership for General Mineral Development Company, a Nevada limited partnership. This page may be attached, with the signature pages of other Partners, to a master copy of the Second Amendment to the Certificate to be recorded in Nevada.

I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on October 17, 1980.

INITIAL LIMITED PARTNER

Henry P. Huff

(This document must be acknowledged before a notary public)

State of California)
County of Alameda)

ss.

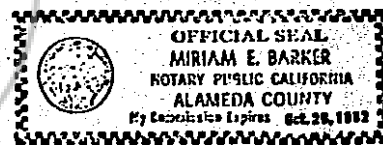
On this 17th day of October, in the year 1980, before me, the undersigned notary, personally appeared Henry P. Huff, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and seal.

My Commission expires:

10-26-82

Miriam E. Barker
Notary Public



COUNTERPART SIGNATURE PAGE TO
SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GENERAL MINERAL DEVELOPMENT COMPANY

This is a counterpart signature page to the Second Amendment to the Certificate of Limited Partnership for General Mineral Development Company, a Nevada limited partnership. This page may be attached, with the signature pages of other Partners, to a master copy of the Second Amendment to the Certificate to be recorded in Nevada.

I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on September 28, 1980.

INITIAL LIMITED PARTNER

Allen W. Koering

(This document must be acknowledged before a notary public)

State of California)
County of Santa Clara)

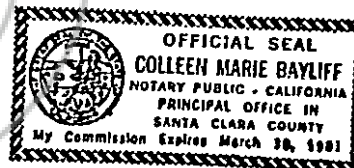
ss.

On this 28th day of Sept., in the year 1980, before me, the undersigned notary, personally appeared Allen W. Koering, 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 seal.

My Commission expires:
March 29, 1980

Colleen Marie Bayliff
Notary Public



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BOOK 91 PAGE 162

COUNTERPART SIGNATURE PAGE TO
SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GENERAL MINERAL DEVELOPMENT COMPANY

This is a counterpart signature page to the Second Amendment to the Certificate of Limited Partnership for General Mineral Development Company, a Nevada limited partnership. This page may be attached, with the signature pages of other Partners, to a master copy of the Second Amendment to the Certificate to be recorded in Nevada.

I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on October 14, 1980.

INITIAL LIMITED PARTNER

William E. Moore

(This document must be acknowledged before a notary public)

State of California)
County of San Mateo)

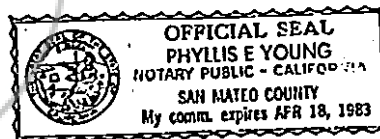
SS.

On this 14th day of October, in the year 1980, before me, the undersigned notary, personally appeared WILLIAM E. MOORE, 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 seal.

My Commission expires:

Phyllis E. Young
Notary Public



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COUNTERPART SIGNATURE PAGE TO
SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GENERAL MINERAL DEVELOPMENT COMPANY

This is a counterpart signature page to the Second Amendment to the Certificate of Limited Partnership for General Mineral Development Company, a Nevada limited partnership. This page may be attached, with the signature pages of other Partners, to a master copy of the Second Amendment to the Certificate to be recorded in Nevada.

I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on November 17, 1980.

INITIAL LIMITED PARTNER

Frances G. Preissner

(This document must be acknowledged before a notary public)

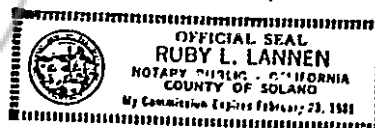
State of California)
County of Solano) ss.

On this 17th day of November, in the year 1980, before me, the undersigned notary, personally appeared Frances G. Preissner, 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 seal.

My Commission expires:
February 23, 1981

Ruby L. Lannen
Notary Public



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BOOK 91 PAGE 164

COUNTERPART SIGNATURE PAGE TO
SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GENERAL MINERAL DEVELOPMENT COMPANY

This is a counterpart signature page to the Second Amendment to the Certificate of Limited Partnership for General Mineral Development Company, a Nevada limited partnership. This page may be attached, with the signature pages of other Partners, to a master copy of the Second Amendment to the Certificate to be recorded in Nevada.

I hereby acknowledge receipt of a copy of the Second Amendment to the Certificate of Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Certificate of Limited Partnership on 12-19, 1980.

INITIAL LIMITED PARTNER

[Signature]

(This document must be acknowledged before a notary public)

State of California,
County of San Francisco SS.

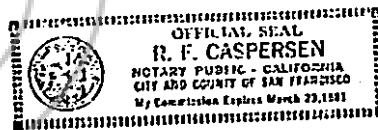
On this 19 day of Dec, in the year 1980, before me, the undersigned notary, personally appeared A. C. R. e, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and seal.

My Commission expires:

3/23/81

[Signature]
Notary Public



GENERAL PARTNERS:

Peter E. Galli

LSNH, Inc.

ADDRESS:940 Matley Lane, Suite 14
Reno, Nevada 89502940 Matley Lane, Suite 14
Reno, Nevada 89502ORIGINAL LIMITED PARTNER:

Mary Morris Leighton

307 National Bank Building
112 West Jefferson Boulevard
South Bend, Indiana 46601INITIAL LIMITED PARTNERS:William G. Alhouse & Barbara P.
Alhouse4156 Hubbartt Drive
Palo Alto, CA 94306

John D. Banks & Sigrid S. Banks

905 Mockingbird Lane
Palo Alto, CA 94306Donald R. Calvert & Marjorie J.
Calvert4213 Rockville Road
Suisun City, CA 94585

Thomas Elke

P.O. Box 608
Boonville, CA 95415

Eureka Investors, a Partnership

c/o W. E. Horton
100 Bush Street, Suite 1200
San Francisco, CA 94104Gerald M. Hildebrand & Meredith J.
Hildebrand1330 Greenwich St.
San Francisco, CA 94109

Henry P. Huff

535 El Arroyo Road
Hillsborough, CA 94010

Allen W. Koering

10949 Magdalena
Los Altos Hills, CA 94022

Mary Morris Leighton

307 National Bank Building
112 West Jefferson Boulevard
South Bend, Indiana 46601

William E. Moore

148 Magnolia Drive
Atherton, CA 94025

Frances G. Preissner

703 West Third St.
Benicia, CA 94510

Alvin C. Rice

2322 Hyde Street
San Francisco, CA 94109

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EXHIBIT B

<u>Name of Limited Partner</u>	<u>Description of Contribution</u>	<u>Agreed Value</u>
Mary Morris Leighton - Original Limited Partner	Originally contributed (1) an undivided 13.20% interest in the Program A Properties except that for those Program A Properties in which the Par- tnership holds only a 9/10 interest, an undivided 11.88% undivided interest was contri- buted (The Program A Pro- perties are described in Exhibit C) and (2) cash of \$18,495 which contribution for purposes of the partner- ship upon admission of Initial Limited Partners is agreed to be of a minimum value of	\$65,587
	Originally contributed an undivided 16.50% interest in the Program B Properties (the Program B properties are des- cribed in Exhibit D) which contri- bution for purposes of the Partnership upon admission of Initial Limited Partners is agreed to be of a minimum value of	14,667
	TOTAL CONTRIBUTION OF ORIGINAL LIMITED PARTNERS	\$80,254
William G. Alhouse & Barbara P. Alhouse, - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000
John D. Banks & Sigrid S. Banks - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000
Donald R. Calvert & Marjorie J. Calvert - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000
Thomas Elke - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000

Eureka Investors, a Partnership - Initial Limited Partner	\$221,771.50 in cash plus a promissory note payable to the Partnership for \$33,228.50 due March 1, 1981	\$255,000
Gerald M. Hildebrand & Meredith J. Hildebrand - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000
Henry P. Huff - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000
Allen W. Koering - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000
Mary Morris Leighton - Initial Limited Partner	\$150,000 in cash plus a promissory note payable to the Partnership for \$105,000 due March 1, 1981	\$255,000
William E. Moore - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000
Frances G. Preissner - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000
Alvin C. Rice - Initial Limited Partner	\$50,000 in cash plus a promissory note payable to the Partnership for \$35,000 due March 1, 1981	\$85,000
TOTAL CONTRIBUTIONS OF INITIAL LIMITED PARTNERS		\$1,360,000
TOTAL ALL LIMITED PARTNERS		\$1,440,254

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EXHIBIT C

The Program A Properties include the following properties which are located approximately three miles southwest of Eureka in the Eureka Mining District, Eureka County, Nevada, which except for Item No. 6 are more particularly described in Exhibit I to Exhibit C.

1. Two patented mining claims under a lease from Paul Sansinena, Leon Sansinena, Emily Sansinena, and Yvonne Smith dated April 17, 1980.

2. Nineteen patented mining claims (one of the claims is a one-half interest only) and one unpatented mining claim under a lease from Willis a. De Paoli and Arlene M. De Paoli dated September 29, 1979.

3. Three patented mining claims under a lease from Mrs. Ray Holmes, Josephine Goodrich, Norma Eather Croft, Margie Eather Heard, Gloria Eather Silva, and Paul Laiolo dated June 5, 1980.

4. Fifty unpatented mining claims, two patented mining claims, and sixteen mill site claims located in Eureka County, Nevada.

5. Two patented mining claims, one mill site claim, and two tracts in which the General Mineral Development Company owns an undivided 9/10 interest.

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6. Four patented mining claims under a lease from Hugh Shamberger, Dale Smith, Alan Bible, Don Dondero, and Jerry Dondero dated August 18, 1980.

7. All mineral rights of claims (patented or unpatented) located within a five mile radius from the outer perimeter of the above-described mineral properties which are subsequently acquired or leased by Peter E. Galli, Galli Mineral Associates, a Nevada sole proprietorship, Galli Explorations Co., a Nevada sole proprietorship, Mary Morris Leighton, or LSNH, Inc., a Nevada corporation.

2.

Program A Properties

1. Lease dated April 17, 1980 between Paul Sansinena, Leon Sansinena, Emily Sansinena and Yvonne Smith (lessors) and Galli Mineral Associates (lessee). Covers two patented lode claims located in the Eureka Mining district, Eureka County, Nevada, known as:

(a) Seventy-six, Mineral Survey No. 219

(b) Stella, Mineral Survey No. 88.

2. Lease dated September 28, 1979 between Willis A. DePaoli and Arlene M. DePaoli (lessors) and Galli Mineral Associates (lessee). Covers eighteen and one-half patented mining claims located in the Eureka Mining District, Eureka county, Nevada known as:

<u>Name of Patent Claim</u>	<u>U.S. Patent No.</u>	<u>Survey Lot No.</u>
Alexandria	28850	1745
Atlas	1339	81
Bald Eagle	2154	99
Belle	11633	253
Black Eagle	2589	126
Blossom	4619	155
California	4214	180
Chattanooga, Pioneer & Kitty Price	11917	252
Connelly	5746	256
Dunderberge	9109	67

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Exhibit I

Elise	626	61
Eagle's Nest	2588	124
Grey Eagle	2587	125
Home Ticket	4833	207
London	16442	247
Malcolm	21237	315
Silver King	4020	172
Tacoma	879	55
Sunset (one-half interest only)	4717	205

The above DePaoli lease also includes one unpatented claim known as Croesus which was located on September 29, 1973; A Certificate of Location has been recorded in the Official Records, of Eureka County, Nevada.

3. Lease dated June 5, 1980 between Mrs. Ray Holmes, Josephine Goodrich, Norma Eather Croft, Margie Eather Heard, Gloria Eather Silva and Paul Laiolo (lessors) and Galli Mineral Associates (lessee). Covers three patented mining claims located in the Eureka Mining District, Eureka County, Nevada known as:

- (a) Clipper;
- (b) Eureka;
- (c) Keystone.

4. The following unpatented lode mining claims located in the Eureka Mining District, Eureka, Nevada:

2.

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(a) GEI Claims Nos. 1 - 14, 16 - 37 and 37 - 52 for which Certificates of Location have been recorded in the Official Records of Eureka County, Nevada.

5. The following mill site claims, located in the Eureka Mining District, Eureka County, Nevada

(a) Jamie Claims Nos. 1 & 16 for which Certificates of Location have been recorded in the Official Records of Eureka County, Nevada.

6. Two patented mining claims located in Eureka County, Nevada which are known as Helena Mortimer and Charleston Union. Peter E. Galli was granted ownership of such claims by a deed dated October 27, 1971 and executed by Joan Shangle, Trustee in and for the County of Eureka, State of Nevada.

7. (a) Two patented mining claims known as Hamburg and Southern Pacific;

(b) One Mill site claim known as Southern Pacific; and

(c) Two tracts known as Roslyn Furnace and Hamburg.

All of the above claims and tracts are referred to in a deed dated October 27, 1971 by which Joan Shangle, Trustee in and for the County of Eureka, State of Nevada, granted to Peter E. Galli a 9/10 undivided interest in the above claims and tracts.

8. All mineral rights of claims (patented or

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3.

unpatented) located within a five mile radius from the outside perimeter of the mineral properties described above which are subsequently acquired or leased by Peter E. Galli, Galli Mineral Associates, a Nevada sole proprietorship, Galli Explorations Co., a Nevada sole proprietorship, Mary Morris Leighton or LSNH, Inc.

4.

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EXHIBIT D

The Program B Properties consist of the following properties which are more particularly described in Exhibit I to Exhibit D:

1. Ten unpatented mining claims located about five miles east of Round Mountain in the Jefferson Mining District, Nye County, Nevada under lease from Genevieve Ernst and Harvey Mealman dated February 2, 1979.

2. Seven unpatented mining claims located about five miles east of Round Mountain in the Round Mountain Mining District, Nye County, Nevada under lease from Norman Coombs dated November 1, 1979.

3. Four mining claims located about twenty miles northeast of Coaldale in the Gilbert Mining District, Esmeralda County, Nevada under lease from Peter E. Chapman and Linda Chapman dated March 26, 1979.

4. Twenty-six unpatented mining claims located about five miles east of Round Mountain in the Jefferson Mining District, Nye County, Nevada.

5. One unpatented mining claim located about twenty miles northeast of Coaldale in the Gilbert Mining District, Esmeralda County, Nevada.

6. All mineral rights or claims (patented or unpatented) on surface properties located within a ten mile radius from the outside perimeter of the above-described

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BOOK 91 PAGE 175

properties located in Nye County, Nevada which are subsequently acquired or leased by Peter E. Galli, Galli Mineral Associates, a Nevada sole proprietorship, Galli Explorations Co., a Nevada sole proprietorship, Mary Morris Leighton or LSNH, Inc., a Nevada corporation.

7. All mineral rights or claims (patented or unpatented) on surface properties within a five mile radius from the outside perimeter of the above-described properties located in Esmeralda County, Nevada which are subsequently acquired or leased by Peter E. Galli, Galli Mineral Associates, a Nevada sole proprietorship, Galli Explorations Co., a Nevada sole proprietorship, Mary Morris Leighton, or LSNH, Inc., a Nevada corporation.

2.

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BOOK 91 PAGE 176

EXHIBIT I TO EXHIBIT D

Program B Properties

1. Lease dated February 2, 1979 between Genevieve Ernst and Harvey G. Mealman (lessors) and Peter E. Galli (lessee). Covers 10 unpatented claims located in the Jefferson Canyon Mining District, Nye County, Nevada known as:

<u>Name of Claim</u>	<u>Date of Location</u>
(a) Viola;	September 1, 1936
(b) Viola No. 1;	September 1, 1936
(c) Viola No. 2;	September 1, 1936
(d) Viola No. 3;	September 1, 1936
(e) Viola No. 4;	July 6, 1967
(f) Viola No. 5;	July 6, 1967
(g) Viola No. 6;	July 6, 1967
(h) Viola No. 7;	July 6, 1967
(i) Viola No. 8;	July 6, 1967
(j) Viola No. 9.	July 6, 1967

2. Lease dated November 1, 1979 between Norman Coombs (lessor) and Galli Mineral Associates (lessee). Covers seven lode mining claims located in the Round Mountain Mining District, Nye County, Nevada known as:

<u>Name of Claim</u>	<u>Date of Location</u>
Black Quartz No. 1	February 16, 1961
Black Quartz No. 2	February 10, 1961
Black Quartz No. 3	February 10, 1961
Black Quartz No. 4	May 15, 1961

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Black Quartz No. 5 May 15, 1961
Car No. 1 May 15, 1961
Car No. 2 May 16, 1961

3. Lease dated March 26, 1979 between Peter E. Chapman and Linda Chapman (lessors) and Galli Mineral Associates (lessee). Covers four lode claims located in the Gilbert (Desert) Mining District, Esmeralda County, Nevada known as:

<u>Name of Claim</u>	<u>Date of Location</u>
B.C. No. 1	January 19, 1978
B.C. No. 1	January 19, 1978
B.C. No. 3	January 19, 1978
B.C. No. 4	January 19, 1978

4. The following lode mining claims located in the Jefferson Mining District, Nye County, Nevada.

(a) Sawmill Claims No. 1 - 7 for which Certificates of Location have been recorded in the Official Records of Nye County, Nevada.

5. The following lode mining claims located in the Jefferson Mining District, Nye County, Nevada:

(a) Jeff Claims No. 1 - 14 and 23 - 27 for which Certificates of Location have been recorded in the Official Records of Nye County, Nevada.

2.

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6. A single lode mining claim located in the Gilbert Mining District, Esmeralda County, Nevada known as B.C. No. 5 - located on March 26, 1980; Certificate of Location recorded in Official Records of Esmeralda County, Nevada.

7. All mineral rights or claims (whether patented or unpatented) on surface properties located within a ten mile radius from the outside perimeter of the mineral properties located in Nye County, Nevada and described above which are subsequently acquired or leased by Peter E. Galli, Galli Mineral Associates, a Nevada sole proprietorship, Galli Explorations Co., a Nevada sole proprietorship, Mary Morris Leighton or LSNH, Inc.

8. All mineral rights or claims (patented or unpatented) on surface properties located within a five mile radius from the outside perimeter of the mineral properties located in Esmeralda County, Nevada and described above which are subsequently acquired or leased by Peter E. Galli, Galli Mineral Associates, a Nevada sole proprietorship, Galli Explorations Co., a Nevada sole proprietorship, Mary Morris Leighton or LSNH, Inc.

3.

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BOOK 91 PAGE 179

As of the date of filing of this Certificate, Initial Limited Partners who, in the aggregate, purchased sixteen Partnership Units have been admitted to the Partnership effective January 1, 1981. Therefore, at this time the share of profits or other compensation by way of income which each Limited Partner shall receive by way of his contribution will be as follows:

From Program A Before Investment Recovery:

<u>Name</u>	<u>Percentage Share</u>	
<u>Original Limited Partner</u>		
Mary Morris Leighton - Original Limited Partner	4.09489%	
Total Original Limited Partner		4.095%
<u>Initial Limited Partner</u>		
William G. Alhouse & Barbara P. Alhouse - Initial Limited Partner	4.52656%	
John D. Banks & Sigrid S. Banks - Initial Limited Partner	4.52656%	
Donald R. Calvert & Marjorie J. Calvert - Initial Limited Partner	4.52656%	
Thomas Elke - Initial Limited Partner	4.52656%	
Eureka Investors, a Partnership - Initial Limited Partner	13.57968%	
Gerald M. Hildebrand & Meredith J. Hildebrand - Initial Limited Partner	4.52656%	
Henry P. Huff - Initial Limited Partner	4.52656%	
Allen W. Koering - Initial Limited Partner	4.52656%	
Mary Morris Leighton - Initial Limited Partner	13.57968%	
William E. Moore - Initial Limited Partner	4.52656%	
Frances G. Preissner - Initial Limited Partner	4.52656%	
Alvin C. Rice - Initial Limited Partner	4.52656%	
Total Initial Limited Partners		72.425%
TOTAL ALL LIMITED PARTNERS		76.520%

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BOOK 91 PAGE 180

From Program A After Investment Recovery:

<u>Name</u>	<u>Percentage Share</u>
<u>ORIGINAL LIMITED PARTNER</u>	
Mary Morris Leighton - Original Limited Partner	8.910%
TOTAL ORIGINAL LIMITED PARTNER	8.910%
<u>INITIAL LIMITED PARTNERS</u>	
William G. Alhouse & Barbara P. Alhouse - Initial Limited Partner	2.500%
John D. Banks & Sigrid S. Banks - Initial Limited Partner	2.500%
Donald R. Calvert & Marjorie J. Calvert - Initial Limited Partner	2.500%
Thomas Elke - Initial Limited Partner	2.500%
Eureka Investors, a Partnership - Initial Limited Partner	7.500%
Gerald M. Hildebrand & Meredith J. Hildebrand - Initial Limited Partner	2.500%
Henry P. Huff - Initial Limited Partner	2.500%
Allen W. Koering - Initial Limited Partner	2.500%
Mary Morris Leighton - Initial Limited Partner	7.500%
William E. Moore - Initial Limited Partner	2.500%
Frances G. Preissner - Initial Limited Partner	2.500%
Alvin C. Rice - Initial Limited Partner	2.500%
TOTAL INITIAL LIMITED PARTNERS	40.000%
TOTAL ALL LIMITED PARTNERS	48.910%

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BOOK 91 PAGE 181

From Program B Before the Earlier of Investment Recovery or
the Commencement of Commercial Activities

<u>Name</u>	<u>Percentage Share</u>	
<u>Original Limited Partner</u>		
Mary Morris Leighton - Original Limited Partner	5.07688%	
TOTAL ORIGINAL LIMITED PARTNER		5.077%
<u>Initial Limited Partnership</u>		
William G. Alhouse & Barbara P. Alhouse - Initial Limited Partner	4.32694%	
John D. Banks & Sigrid S. Banks - Initial Limited Partner	4.32694%	
Donald R. Calvert & Marjorie J. Calvert - Initial Limited Partner	4.32694%	
Thomas Elke - Initial Limited Partner	4.32694%	
Eureka Investors, a Partnership - Initial Limited Partner	12.98082%	
Gerald M. Hildebrand & Meredith J. Hildebrand - Initial Limited Partner	4.32694%	
Henry P. Huff - Initial Limited Partner	4.32694%	
Allen W. Koering - Initial Limited Partner	4.32694%	
Mary Morris Leighton - Initial Limited Partner	12.98082%	
William E. Moore -Initial Limited Partner	4.32694%	
Frances G. Preissner - Initial Limited Partner	4.32694%	
Alvin C. Rice - Initial Limited Partner	<u>4.32694%</u>	
TOTAL INITIAL LIMITED PARTNERS		<u>69.231%</u>
TOTAL ALL LIMITED PARTNERS		74.308%

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From Program B After the Earlier of Investment Recovery
or the Commencement of Commercial Activities

<u>Name</u>	<u>Percentage Share</u>	
<u>Original Limited Partner</u>		
Mary Morris Leighton - Original Limited Partner	14.4375%	
TOTAL ORIGINAL LIMITED PARTNERS		14.438%
<u>Initial Limited Partners</u>		
William G. Alhouse & Barbara P. Alhouse - Initial Limited Partner	.78125%	
John D. Banks & Sigrid S. Banks - Initial Limited Partner	.78125%	
Donald R. Calvert & Marjorie J. Calvert - Initial Limited Partner	.78125%	
Thomas Elke - Initial Limited Partner	.78125%	
Eureka Investors, a Partnership - Initial Limited Partner	2.34375%	
Gerald M. Hildebrand & Meredith J. Hildebrand - Initial Limited Partner	.78125%	
Henry P. Huff - Initial Limited Partner	.78125%	
Allen W. Koering - Initial Limited Partner	.78125%	
Mary Morris Leighton - Initial Limited Partner	2.34375%	
William E. Moore - Initial Limited Partner	.78125%	
Frances G. Preissner - Initial Limited Partner	.78125%	
Alvin C. Rice - Initial Limited Partner	.78125%	
TOTAL INITIAL LIMITED PARTNERS		12.500%
TOTAL ALL LIMITED PARTNERS		26.938%

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Income Derived From Uncommitted Invested Capital Paid by
the Initial Limited Partners

<u>Name</u>	<u>Percentage Share</u>
William G. Alhouse & Barbara P. Alhouse - Initial Limited Partner	6.1875%
John D. Banks & Sigrid S. Banks - Initial Limited Partner	6.1875%
Donald R. Calvert & Marjorie J. Calvert - Initial Limited Partner	6.1875%
Thomas Elke - Initial Limited Partner	6.1875%
Eureka Investors, a Partnership - Initial Limited Partner	18.5625%
Gerald M. Hildebrand & Meredith J. Hildebrand - Initial Limited Partner	6.1875%
Henry P. Huff - Initial Limited Partner	6.1875%
Allen W. Koering - Initial Limited Partner	6.1875%
Mary Morris Leighton - Initial Limited Partner	18.5625%
William E. Moore - Initial Limited Partner	6.1875%
Frances G. Preissner - Initial Limited Partner	6.1875%
Alvin C. Rice - Initial Limited Partner	<u>6.1875%</u>
TOTAL	99.000%

OFFICIAL RECORDS
CLARK COUNTY, NEVADA
RECORD REQUESTED BY

William E. Horton

81 JAN 19 11:08

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JOE MELCHER
COUNTY CLERK
REC 47-01 SEP 03

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BOOK 91 PAGE 184

CERTIFIED COPY
THE FOREGOING DOCUMENT IS A FULL
TRUE AND CORRECT COPY OF THE
RECORD IN THE OFFICE OF COUNTY
RECORDER, WASHOE COUNTY, NEVADA.
WITNESS MY HAND AND SEAL THIS
19th DAY OF January 1961
JOE MELCHER, COUNTY RECORDER
BY Elaine Bain DEPUTY



RECORDED AT REQUEST OF
Hall, Hall, Oliver & McPeavy
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81 JAN 29 AM 11:33

OFFICIAL RECORDS
CLERK OF COUNTY, NEVADA
WILLIS A. DEPAOLI-RECORDER
FILE NO. 78693
FEE 48.00

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