

SEP 11 2 40 PM '90

SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SILVER LAKE PLAZA ASSOCIATES,
AN IDAHO LIMITED PARTNERSHIP

This Certificate of Limited Partnership of SILVER LAKE PLAZA ASSOCIATES, an Idaho Limited Partnership, (the "Certificate") is made and entered into as of the 16 day of September, 1990, by and between Silver Lake Mall, Ltd., a Limited Partnership (Idaho) as the General Partner (hereinafter referred to as "General Partner") and Hecla Mining Company, a Delaware Corporation, as the Limited Partner (hereinafter referred to as "Limited Partner"), and states as follows:

1. Names of Partnership. The name of the Partnership is SILVER LAKE PLAZA ASSOCIATES, an Idaho Limited Partnership.
2. Character of Business. The sole purpose and activity of the Partnership is to develop, maintain and operate a shopping center in Coeur d'Alene, Idaho, on certain property legally described in Exhibit "A" attached hereto and made a part hereof, and to do all things necessary that is not prohibited by the Limited Partnership Agreement, or any law, to accomplish the purposes of the Partnership.
3. Location; Registered Agent. The location of the principal place of business of the Partnership is 200 West Hanley Avenue, Coeur d'Alene, Idaho 83814. The location of the principal management office of the Partnership is 1241 Hawks Flight Court, El Dorado Hills, California 95630. The Registered Agent for the Partnership is C.T. Corporation System, 300 North -6th Street, Boise, Idaho 83701.
4. Names and Addresses of Partners. The names and addresses of the members of this Partnership are as follows:

General Partner

SILVER LAKE MALL, LTD.
A Limited Partnership (Idaho)

1241 Hawks Flight Court
El Dorado Hills, CA 95630

Limited Partner

HECLA MINING COMPANY
A Delaware Corporation

6500 Mineral Drive
Coeur d'Alene, ID 83814

5. Initial Contributions. The amount of capital contributions of each Partner is as follows:

<u>Partner</u>	<u>Amount</u>
SILVER LAKE MALL, LTD. A Limited Partnership (Idaho) (General Partner)	\$100,000.00
HECLA MINING COMPANY A Delaware Corporation (Limited Partner)	Real property with an agreed value of \$1,713,670.00

6. Additional Contributions. The General Partner shall make additional contributions to the Partnership as are necessary from time to time. The Limited Partner is not required to make any additional contributions. No other contributions are required to be made to the Partnership.

7. Substitution of Limited Partners. A Partner may not sell, assign, transfer or encumber its interest in the Partnership except as set forth in Article 6 of the Partnership Agreement which reads, in pertinent part, as follows:

"6.3 Right of First Refusal. Except as otherwise provided herein, if a Partner (the "offeror") receives a bona fide offer for the purchase of all or any portion of its interest in the Partnership, which offer it is willing to accept, it shall submit a true copy of said offer, which shall disclose the name and address of the proposed purchaser, to the other Partner (the "offerees"), and offer to sell its interest in the Partnership to the offeree for the price and on the terms set forth therein. The offeree shall thereupon have the absolute right to purchase the interest of the offeror on the terms and conditions set forth in such offer. Each offeree shall specify in a notice to the offeror, sent within sixty (60) days of receipt of such offer, whether or not it desires to accept the offer of sale. In any event, the offeree must agree to purchase its pro rata share of the entire interest of the offeror or, in the event there are no other offerees, the entire interest of the offeror. Failure to send such notification within sixty (60) days shall constitute an election to reject the offer. Upon rejection of such offer by the offeree, the offeror may sell its interest to the proposed purchaser whose name and address were disclosed in said offer, but only upon the same terms and conditions set forth in said offer and within one hundred eighty (180) days after the rejection of such offer by the offeree; otherwise such sale may not be made, and any purported sale not in accordance herewith shall be considered null and void."

"Section 6.10 No Assignment. No Partner may assign, transfer, sell, pledge, or hypothecate its interest in the Partnership without approval of the other Partners."

8. Termination of a Partner's Interest. A Partner's membership in the Partnership is terminated at the time the Partnership is dissolved in accordance with Article 5 of the Limited Partnership Agreement as set forth below:

"Article 5
DISSOLUTION OF PARTNERSHIP

Article 5.1 Winding Up and Termination. Upon the Partnership's dissolution, the General Partner, if not in default under Section 6.6, shall wind up the Partnership's affairs, and the Partnership shall engage in no further business except as necessary to wind up the business and distribute the Partnership's assets. Liquidation of the Partnership property shall be carried on in an orderly fashion over a reasonable period of time so as to realize its fair value. The General Partner shall give notice of termination to the Partners, stating the event of dissolution and the manner in which the Partnership's debts are to be paid. Distributions and liquidations shall be as provided in Chapter 2, Title 53, Idaho Code, and may be in cash or, if deemed advisable by the General Partner, in kind, or partly in cash and partly in kind, but on a proportional basis. After distribution of the liquidation proceeds, it shall be deemed that the Partnership has been dissolved and wound up, this Agreement shall terminate and the Partners shall thereupon sign and cause a statement of dissolution of the Partnership to be filed in the manner provided by law.

5.2 Compliance with Timing Requirements of Treasury Regulations. In the event the Partnership is "liquidated" within the meaning of Treasury Regulation 1.704-1(b)(2)(ii)(g), distributions shall first be made to the Partners who have positive Capital Accounts to the extent of such positive balances (after such Capital Accounts have been adjusted to fair market value) in compliance with Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). Thereafter, distributions shall be made as provided in Article 3 above. If the General Partner's Capital Account has a deficit balance (after giving effect to all contribution, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), the General Partner shall contribute to the Partnership the amount necessary to restore such deficit balance to zero. Except as expressly provided in this Agreement, no Limited Partner shall be required to restore a deficit in its Capital Account. Distribution pursuant to the preceding sentence may be distributed to a trust established for the benefit of the Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and

paying any contingent or unforeseen liabilities or obligations of the Partnership or the Partners arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the Partners from time to time, in the reasonable discretion of the General Partner, in the same proportions as the amount of distributions pursuant to this Agreement."

9. Distribution. Net Spendable (as defined in the Limited Partnership Agreement) of the Partnership shall be divided, pursuant to the percentages set forth below:

<u>Partner</u>	<u>Percentage</u>
SILVER LAKE MALL, LTD. A Limited Partnership (Idaho) (General Partner)	75%
HECLA MINING COMPANY A Delaware Corporation (Limited Partner)	25%
Total -	100%

Distributions of the Net Spendable shall be made to the Partners when the quarterly accounting reports of the Partnership, as provided by Section 4.10, are furnished to the Limited Partner. Distribution can be made over a shorter period of time by the General Partners.

10. Special Distribution. The Partners have agreed to special allocations and distributions as set forth in the Limited Partnership Agreement as follows:

"3.10 Special Allocation of Income, Loss, and Distributions to the Limited and General Partner. Notwithstanding anything contained in this Article 3 to the contrary, to the extent allowable by law, the Partners agree to the following special allocations:

A. Distribution of Net Spendable. Net Spendable, if any, shall be distributed as follows:

1. First, to the Limited Partner, an amount that equals nine percent (9%) per annum return on its Net Outstanding Land Contribution Value (as defined below). The Net Outstanding Land Contribution Value is the Limited Partner's described capital contributed as set forth on the signature page less any amounts already paid toward reducing this amount.

2. Second, to the General Partner, an amount that equals nine percent (9%) per annum, return on its capital contribution.

3. Third, the balance distributed, twenty-five percent (25%) to the Limited Partners and seventy-five percent (75%) to the General Partners.

B. Distribution of Cash from Sales, Financings, or Refinancing. Cash from Sales Financings, or Refinancings shall be distributed in the following order of priority, as funds are available for Distribution to the Partners after any lenders other than the Partners have been paid their share of any such proceeds realized from sales or financings:

First, 100% to the General Partner until the General Partner has received the equivalent of its agreed initial portion of developer's fee in the sum of \$422,000.00 plus an internal finance fee of \$31,000.00.

Second, one hundred percent (100%) to the General Partner until the General Partner has received the equivalent of consulting fees in the amount of \$150,000.00.

Third, 1/2 to each Partner until the General Partner has received the balance of the total of the agreed developer's fee.

Fourth, 1/2 to each Partner until the General Partner's capital account is at zero. The General Partner shall be entitled to nine percent (9%) interest per annum on its capital account.

Fifth, 100% to the Limited Partner until its capital account is zero.

Sixth, to each Partner thereafter according to the allocation of profit and loss formula in effect, i.e., 75% to General Partner, 25% to Limited Partner or 1/2 to each.

The first \$75,000.00 of any distribution to the Limited Partner shall be paid to the General Partner by the Limited Partner as a return of the General Partner's option payments.

Notwithstanding the foregoing herein, for tax purposes, gain shall first be allocated to the Limited Partner to take into account the difference between the book value basis and the tax basis of the Partnership property at the date of formation of the Limited Partnership.

C. Allocation of Net Income and Net Loss Arising from Operations. Net Income and Net Loss, other than that attributed to a sale or disposition of Partnership property shall be allocated to the Partners in the same ratio as their entitlement to Net Spendable (whether or not there is a distribution of Net Spendable).

D. Allocation of Net Income and Net Loss Arising from Sales or Dispositions. Net Income and Net Loss attributed to a sale or disposition of Partnership property shall be allocated in the same manner as Section 3.10B above.

E. Dissolution. Notwithstanding the foregoing, upon dissolution of the Partnership, the remaining assets shall be liquidated and the proceeds of the liquidation shall be distributed to the Partners in accordance with their Capital Account balances. If after the liquidation and distribution any Partner or Partners would have a negative Capital Account, Net Income, if any, resulting from the liquidation shall be first allocated to that Partner or those Partners on a pro rata basis in the amount of the deficit and the remaining Net Income to the Partners in proportion to their receipt, or entitlement to receipt of the proceeds for the liquidation. If after the allocation the General Partner shall have a negative capital account, the General Partner shall contribute to the Partnership cash in the amount of the remaining deficit.

F. Apportionment Among Limited Partners. The Net Income, Net Loss, and Distributions allocated to the Limited Partners shall be apportioned among them in the same ratio as their Capital Account bears to the total of the Capital Accounts of all Limited Partners.

3.11 Limited Partner Election. The Limited Partner shall have the option to increase its limited Partnership interest to fifty percent (50%) in consideration of surrendering its rights to a nine percent (9%) preferred return per Section 3.10, provided, however, said option must be exercised by giving the General Partner's written notice of said Limited Partner's election during a thirty (30) day period commencing January 1, 1992."

11. Term. The Partnership shall begin as of the date of the filing of this Certificate of Limited Partnership with the Idaho Secretary of State, and shall continue thereafter until December 31, 2020, unless sooner terminated hereunder by the mutual consent of the parties hereto, or by operation of law.

12. Continuation of Business. In the event of the dissolution, withdrawal, bankruptcy, or incapacity of the General Partner, the business may be continued by the election of a new General Partner by the remaining Partners. The death of an individual Limited Partner (if any) shall not terminate the Partnership.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

GENERAL PARTNERS:

SILVER LAKE MALL, LTD.,
A Limited Partnership
1241 Hawks Flight Court
El Dorado Hills, CA 95630

By: ROBACOR ASSOCIATES,
A California Limited Partnership

By: ROEBBELEN LAND COMPANY
A California Limited Partnership

By: *Dave Thuleen*
DAVE THULEEN, General Partner

LIMITED PARTNERS:

HECLA MINING COMPANY
A Delaware Corporation
6500 Mineral Drive
Box C-8000
Coeur d'Alene, ID 83814

By: *W. J. ...*
General Vice President

By: *Michael B. White*
Asst. Secy

EXHIBIT "A"
LEGAL DESCRIPTION

That certain real property situated in the State of Idaho, County of Kootenai, and described as follows:

Lots 2 and 3, Block 1 of SILVER LAKE PLAZA (a recorded Subdivision on file in Book F of Plats at Page 278 and 278A, Records of Kootenai County, Idaho, also referenced as Instrument No. 1193728).

EXHIBIT "A"