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SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF INCORPORATION
OF
GOLDEN FINANCIAL CORPORATION

ARTICLE I.

Name

The name of the Corporation shall be GOLDEN FINANCIAL CORPORATION.

ARTICLE II.

Registered Office

The address of the registered office of the Corporation in the state of Idaho is 6500 Mineral Drive, Coeur d'Alene, Idaho 83815, and the name of its registered agent at that address is John N. Galbavy.

ARTICLE III.

Purpose

The purposes for which this Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the General Business Corporation Laws of the state of Idaho, including but not limited to the accumulation and lending of money to explore, develop and/or acquire mineral properties within the United States and abroad; to lend, advance money or to give credit to affiliated entities; and to lend or extend credit to affiliates' employees. Nothing contained in these articles shall be construed so as to give this Corporation banking powers.

ARTICLE IV.

Principal Office

The address of the principal office of the Corporation in the state of Idaho is 6500 Mineral Drive, Coeur d'Alene, Idaho 83815.

ARTICLE V.

Duration

The duration of the Corporation shall be perpetual.

IDAHO SECRETARY OF STATE
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ARTICLE VI.

Capital Stock

The aggregate number of shares of stock that the Corporation is authorized to issue is 100,000,000 shares, which shares shall be designated as "Common Stock" having a par value of One Dollar (\$1.00) per share.

ARTICLE VII.

Board of Directors

Section 1. Number, Election and Terms. The business and affairs of the Corporation shall be managed under the direction of a Board of Directors consisting of not less than two nor more than five persons. The exact number of directors within the minimum and maximum limitations specified in the preceding sentence shall be fixed from time to time by the Board of Directors pursuant to a resolution adopted by a majority of the entire Board of Directors.

The number of directors constituting the initial Board of Directors is three, and the names and addresses of the persons who shall serve as directors until their successors are elected and qualify are:

<u>Name</u>	<u>Address</u>
Arthur Brown	6500 Mineral Drive Coeur d'Alene, Idaho 83815
Phillips S. Baker, Jr.	6500 Mineral Drive Coeur d'Alene, Idaho 83815
Lewis E. Walde	6500 Mineral Drive Coeur d'Alene, Idaho 83815

ARTICLE VIII.

Limitation of Liability and Indemnification

Section 1. Limitation of Liability. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 30-1-851 of the Idaho General Business Corporation Law, or (iv) for any transaction from which the director derived any improper personal benefit.

Section 2. Indemnification and Insurance.

A. Right to Indemnification of Directors, Officers and Employees. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director, officer or employee of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer or employee or in any other capacity while serving as a director, officer or employee shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Idaho General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnatee in connection therewith and such indemnification shall continue as to an indemnatee who has ceased to be a director, officer or employee and shall inure to the benefit of the indemnitees heirs, executors and administrators; provided, however, that except as provided in paragraph B hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the Corporation the expense incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided however, that, if the Idaho General Corporation Law requires, an advancement of expenses incurred by an indemnatee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnatee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnatee is not entitled to be indemnified for such expenses under this section or otherwise.

B. Right of Indemnatee to Bring Suit. If a claim under paragraph A of this section is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnatee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the

Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Idaho General Corporation Law. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Idaho General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses under this section or otherwise shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, these Articles of Incorporation, By-Law, agreement, vote of shareholders or disinterested directors or otherwise. The Corporation is authorized to enter into contracts of indemnification.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Idaho General Corporation Law.

E. Indemnification of Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of expenses to any agent of the Corporation to the fullest extent of the provisions of this section with respect to the indemnification and advancement of expenses of directors, officers and employees of the Corporation.

ARTICLE IX.

Amendment of Articles of Incorporation

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred on shareholders herein are granted subject to this reservation.

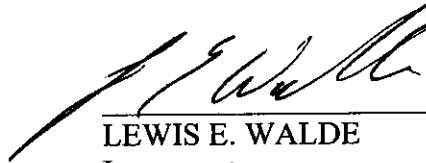
ARTICLE X.

Incorporator

The name and mailing address of the incorporator of the Corporation is:

Lewis E. Walde
Hecla Mining Company
6500 Mineral Drive
Coeur d'Alene, Idaho 83815

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation to do business both within and without the State of Idaho and in pursuance of the Idaho corporation laws, does make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly has hereunto set his hand this 31st day of May 2002.



LEWIS E. WALDE
Incorporator