

## UNIVERSAL-ROYAL APEX LIMITED PARTNERSHIP

RECEIVED

LIMITED PARTNERSHIP AGREEMENT  
AND

## CERTIFICATE OF LIMITED PARTNERSHIP

JAN 5 AM 10:31  
SECRETARY OF  
STATE

THIS LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into as of January 1, 1983, by and among Royal Apex Corporation, a Montana corporation having its principal office in Helena, Montana (the "General Partner") and the persons and corporations listed, with their respective capital contributions, on the signature pages hereof under the heading LIMITED PARTNERS (collectively, the "Limited Partners" and, individually, a "Limited Partner"), who hereby sign and acknowledge this Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") and, by filing this Agreement and Certificate with the Secretary of State of the State of Idaho, form a limited partnership (the "Partnership") pursuant to Sections 53-201 through 51-267 of the Idaho Code (the "Statute"), under the following terms and conditions. (The General Partner and the Limited Partners are sometimes hereinafter referred to collectively as the "Partners" and individually as a "Partner".)

1. BUSINESS. The business of the Partnership shall be conducted under the name: Universal-Royal Apex Limited Partnership. The business and purposes of the Partnership are to acquire, own, invest in, preserve, salvage and sell the real and personal property located in the State of Montana, described as Segments II, III, IV and VI of property (the "Property") of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (the "Railroad") in an Invitation to Bid dated July 16, 1982, copies of which have been delivered to all Partners. The Partnership shall not engage in any other business or activity.

There shall be one General Partner, initially Royal Apex Corporation, a Montana corporation. Successor General Partners may be brought into the Partnership as provided below. A General Partner may be a person, a partnership or a corporation. A separate accounts in each capacity will be maintained. All General Partners must enter into this Agreement and Certificate and must comply with Section 7701(a) (2) of the U. S. Internal Revenue Code (the "Code") and the Regulations thereunder. No Limited Partner, or any group of Limited Partners, nor the Partnership may invest in or own 20% or more of any General Partner.

In connection with its aforesaid business, the Partnership, in the sole discretion of the General Partner, may temporarily invest and reinvest its funds, which are not otherwise invested, in interest bearing accounts and certificates of deposit with banks of recognized standing, in government securities or in daily interest or other income producing mutual funds.

The principal place of business of the Partnership shall be at 416 River Street, P. O. Box 886, Wallace, Idaho 83873, or such other place within Idaho as the General Partner may designate from time to time by giving written notice thereof to all Limited Partners.

2. LIMITED PARTNERSHIP TERM. The term of the Partnership shall commence upon the filing of this Agreement and Certificate in the office of the Secretary of State of the State of Idaho. The Partnership shall terminate and dissolve on December 31, 1987, unless otherwise terminated and dissolved upon the occurrence of any of the events set forth in Section 12.

3. CAPITAL CONTRIBUTIONS; ACCOUNTS AND WITHDRAWALS. Each Partner shall contribute to the capital of the Partnership the amount set opposite his name on the signature pages hereto, payable upon execution hereof by cash or collectible check payable to the Partnership. Exhibit A hereto lists each Partner's capital contribution and percentage interest.

Individual capital and current income accounts shall be maintained on the books of account of the Partnership for each General Partner and each Limited Partner. No Partner shall have the right, except as provided in Section 8(c), to withdraw any part of the capital he contributed to the Partnership until the termination, dissolution and winding up of the Partnership, except as distributions pursuant to Section 5 may represent returns of capital, in whole or in part. No Partner shall be obliged to make any capital contribution to the Partnership except as set forth in this Section 3. No interest shall be paid by the Partnership on capital accounts.

Prior to the date hereof, certain Partners have advanced funds on behalf of the Partnership with respect to the aforesaid Real Estate Sale Contract. These advances are described on Exhibit B hereto and shall be repaid by the Partnership promptly after the acquisition by the Partnership of the Property.

4. ACCOUNTING; LIABILITY OF LIMITED PARTNERS.

A. Accounting. The calendar year shall be the fiscal year of the Partnership. The net income or net loss of the Partnership shall be determined for each year on the cash method of accounting, which shall also be employed in the preparation of the income tax returns filed by the Partnership, and in accordance with generally accepted accounting principles, consistently applied.

Complete and accurate books of account of the business of the Partnership shall be kept under the supervision of the General Partner. Such books of account shall be open to inspection and copying by any Partner, or his authorized representative, at any reasonable time during business hours.

B. Financial Statements and Tax Returns. The financial statements of the Partnership shall be prepared at and as of the close of each fiscal year by accountants employed by the General Partner. Such accountants shall, within 90 days after the end of each fiscal year, report on the balance sheet of the Partnership as at the close of such year and on an income statement of the Partnership for the fiscal year then ended. A copy of each such report shall be forthwith distributed to each Partner. The General Partner may in its sole discretion engage certified public accountants to audit the Partnership's financial statements, but it is contemplated that audits will not normally be required.

The General Partner shall cause to be properly prepared by the Partnership's accountants and timely file the federal, and any required state or local, income tax returns of the Partnership for each fiscal year. A copy of the schedules from each such return, setting forth each Partner's share of each item of income, gain, loss, credit or deduction, which such Partner may be required to report on his personal income tax returns, shall be furnished to each Partner within 90 days after the end of each fiscal year.

C. Liability of Limited Partners. No Limited Partner shall be liable for any obligations of the Partnership or for any net losses of the Partnership, except as the amount contributed by him or his transferor to the capital of the Partnership is available for the satisfaction of such obligations or to bear such losses.

## 5. DISTRIBUTIONS.

A. Allocation of Profits and Losses. The Net Profits or Net Losses incurred by the Partnership during each year shall be allocated among the Partners in proportion to their respective capital accounts, as adjusted from time to time hereunder.

B. Distributions. All distributions of cash or other Partnership property to the Partners hereunder shall be made to the Partners in proportion to their respective capital accounts as adjusted from time to time. The General Partner may, in his sole discretion, distribute any available cash flow of the Partnership which is not required, in his sole discretion, for the business of the Partnership.

The General Partner may, in its sole discretion, set aside a reasonable cash reserve for working capital, expenses and liabilities of the Partnership.

C. Business Opportunities. Limited Partners acknowledge that General Partner and its Parent Royal Apex Silver, Inc. have interest in developing a second line of business. All railroad salvage opportunities which arise during the term of this Agreement and/or brought to attention of any Limited Partner, its officers, agents or employees shall be presented to Partnership for a decision as to whether Limited Partners desire to participate in such additional salvage opportunities.

6. MANAGEMENT.

A. General Partner. The General Partner shall have exclusive control and management of the Partnership business and shall have exclusive power and authority to perform all acts necessary or desirable to conduct such business, subject to the provisions of this Agreement and of applicable law.

The General Partner shall devote so much of its time to the affairs of the Partnership as it, in its discretion, deems necessary and as may reasonably be required for the Partnership's welfare and success. Any Partner may engage independently or with others in other business ventures of every nature and description, including any of the types of businesses in which the Partnership invests. The General Partner and its affiliates may engage independently in activities similar to the activities proposed to be carried on by the Partnership. Neither the Partnership nor any other Partner shall have any rights or obligations in and to such other ventures, or in and to any net income or gains derived from them. No Partner shall use the Partnership name in any way except for the transaction of the business authorized under this Agreement.

The General Partner shall not receive any salary or other compensation for its services, as such, except for its participation in any net income and net gains of the Partnership, but it shall be entitled to current reimbursement of all reasonable expenses incurred by it in connection with the business of the Partnership. The Partnership shall, however, pay office and administrative expenses as provided in Section 6C.

The General Partner shall not, without the prior written consent of all the Limited Partners, take any of the following actions:

(i) admit any person to the Partnership as a Limited Partner;

(ii) increase of the compensation of the General Partner;

(iii) sell, exchange or transfer substantially all of the assets of the Partnership;

(iv) confess a judgment against the Partnership or assign substantially all of the assets of the Partnership in a trust or for the benefit of creditors;

(v) do any act which would make it impossible to carry on the ordinary business of the Partnership; or

(vi) possess Partnership property, or assign the rights of the Partnership in specific property, for other than a Partnership purpose.

The General Partner, acting for and on behalf of the Partnership and all the Partners, shall, subject to the terms and conditions of this Agreement, have the specific rights and powers to:

(i) authorize and approve all actions and execute all documents and instruments on behalf of the Partnership, to effectuate the purposes and business of the Partnership;

(ii) to acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, including, without implied limitation, the acquisition of the Property pursuant to the terms of a certain Real Estate Sale Contract between the Railroad and Universal Wood & Metal, Inc. ("Universal"), an Idaho corporation which is a Limited Partner, a copy of which Contract is attached hereto as Exhibit A (which Contract has been assigned to the Partnership pursuant to a form of Assignment attached hereto as Exhibit B);

(iii) to operate, maintain, finance, own, invest in, sell, convey, assign, mortgage or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(iv) to borrow money (from any affiliates of any Partner or otherwise) and issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, and to secure the same by mortgage, security interest or other lien on the Property or any other assets of the Partnership;

(v) to prepay in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting the Property and in connection therewith to execute any extensions, renewals, or modifications of any such mortgages on the Property;

(vi) to employ any person or entity, including any Partner and any affiliate of a Partner, to develop and to sell the Property, or provide other necessary services to the Partnership, and to pay reasonable compensation for such services, including, without implied limitation, such employment as is contemplated pursuant to the other provisions hereof;

(vii) to enter into, perform and carry out contracts of any kind (including contracts with affiliates) necessary to, in connection with or incidental to, the accomplishment of the purposes of the Partnership;

(viii) to execute agreements with respect to the sale of all or any part of the Property, and, in particular, with respect to the sale of portions of the rails and other steel and railroad ties and other wood comprising a part of the Property; and

(ix) to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed under the laws of the State of Idaho.

B. Limited Partners. No Limited Partner shall take any part in the control of the business of the Partnership, and no Limited Partner shall have any power or authority to act for or on behalf of the Partnership in any respect whatsoever, except as specifically permitted by law and by this Agreement.

The Limited Partners shall have no right to remove the General Partner (except by unanimous written consent), compel his withdrawal from the Partnership, or elect additional General Partners. Without the consent of all the Limited Partners, the General Partner may not

(i) terminate the Partnership by voluntarily withdrawing from the Partnership;

(ii) amend this Agreement, other than to admit additional Limited Partners or to accept additional capital contributions in the manner herein set forth; or

(iii) admit additional General Partners.

C. Project Administration. The General Partner is authorized to cause the Partnership to employ or engage the services of such accounting, supervisory and administrative firms or personnel as may be necessary or desirable for conducting the business of the Partnership. Such services shall be provided at cost, when provided by any Partner or the affiliates of any Partner, and where provided by third parties shall be paid for at commercially reasonable rates.

It is contemplated that monthly unaudited financial statements will be made available to the Partners for each calendar month by the 20th day of the following month. The Partnership shall require two authorized signatures on all checks and orders for payment or transfer of funds of the Partnership. Further, the Partnership shall establish other reasonable procedures for the safekeeping and security of its assets, including but not limited to "No Trespassing" posting of its real property and watchmen for its salvage yard.

D. Management Committee. The General Partner may from time to time seek the advice of a Management Committee, as selected from time to time by at least 67% interest of the Partners. No member of the Committee shall have any liability as a general partner or otherwise for any obligations of the Partnership and shall have the benefits of indemnification and insurance on the same basis as is provided for the General Partner under Section 7 hereof. The Committee shall initially have six members, namely: Justin L. Rice, David E. P. Lindh, Dennis E. Wheeler, Gary L. Rice, J. C. Marshall and Wilfred E. Gardner, Jr.

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The Committee shall establish reasonable procedures for meetings, which shall be held on approximately a quarterly schedule. Unless other procedures are established or agreed to, the latest edition of Robert's Rules of Order shall be deemed to govern the activities of the Management Committee.

E. Salvage and Sales Agreements. It is contemplated that the Partnership will enter into mutually acceptable agreements with Universal Wood & Metal, Inc. with respect to: (1) the salvage work, pursuant to a Railroad Salvage Contract (the "Salvage Contract") and (2) services as sales agent for sale of the salvaged assets of the Partnership, pursuant to a Sales Agent Agreement (the "Sales Agreement"). Copies of the forms of the aforesaid Contract and Agreement have previously been furnished to all Partners.

7. INDEMNIFICATION AND INSURANCE. The General Partner shall not be liable, responsible or accountable in damages to any Limited Partner for any act or omission on behalf of the Partnership performed or omitted by him in good faith and in a manner reasonably believed by him to be within the scope of his authority granted by this Agreement and in the best interests of the Partnership, unless he has been responsible for gross negligence or willful misconduct with respect to such acts or omissions. Any loss or damage incurred by the General Partner by reason of any act or omission of his (not involving gross negligence or willful misconduct) shall be paid by the Partnership to the extent that Partnership net assets are available therefor, and the Partnership shall indemnify and hold the General Partner harmless (including the legal representatives of an individual General Partner and the stockholders, directors, officers, employees and successors of a corporate General Partner) from and against all such losses or damages; the Limited Partners shall not have any personal liability to the General Partner or to the Partnership on account of such losses or damages, except to the extent of their respective capital and undistributed net income accounts.

The Partnership shall procure and maintain such insurance as is available and as the General Partner in its best judgment deems to be warranted by the activities and investments of the Partnership. The premiums for such insurance shall be expenses of the Partnership, except where provided for in the Salvage Contract, shall cover and protect both the Partnership and all Partners, and shall include, but not be limited to, public liability and automotive liability, each covering bodily injury, death and property damage, and workers' compensation and employer's liability insurance.

8. NONTRANSFERABILITY OF PARTNERS' INTERESTS. No Partner, General or Limited, may assign any financial interest in the Partnership, nor may any assignee or other person be admitted to the Partnership as a substituted Limited Partner or General Partner without the prior written approval of all other Partners.

9. WITHDRAWAL OR DEATH OF GENERAL PARTNER.

A. No Voluntary Withdrawal. The original General Partner shall not withdraw voluntarily as a General Partner and shall not sell, assign or encumber its interest prior to Final Distribution of the Partnership assets without the consent of all Limited Partners.

B. Involuntary Withdrawal. The General Partner shall be deemed to have withdrawn involuntarily from the Partnership upon the occurrence of any of the following events:

(i) If the General Partner is a natural person, his death or the determination of his incapacity by the written statement of a disinterested, qualified physician or a final Court adjudication;

(ii) If the General Partner is not a natural person, its involuntary dissolution or liquidation;

(iii) The institution by or against such General Partner of any proceedings under the Bankruptcy Act or any other law for the relief of debtors or for the appointment of a receiver (or the like) for such General Partner's assets if the same are not stayed within 60 days;

(iv) The execution by such General Partner of an assignment for the benefit of creditors; or

(v) The removal of the General Partner by the unanimous written action of the Limited Partners, which removes the General Partner and appoints a substitute General Partner.

Upon the withdrawal of a General Partner, the remaining General Partner(s), if any, or if none, the former General Partner, or his legal representatives, shall immediately send notice of such withdrawal to all Partners and thereafter a new General Partner shall be selected in accordance with the provisions of Section 9C hereof. Upon selection of a new General Partner, the business and affairs of the Partnership shall be continued and the Partnership shall not be terminated.

C. Successor General Partner. In the event of a withdrawal by a General Partner, the Limited Partners shall select by unanimous written consent a successor General Partner, who shall assume all the duties of the former General Partner. Any successor General Partner shall join the Partnership as a General Partner and shall execute an appropriately amended copy of this Agreement and Certificate. The interest in the Partnership of the successor General Partner shall be determined at the time of admission by agreement between such successor General Partner and at least 67% in interest of the Limited Partners, provided that such percentage in interest of Limited Partners shall be at least equal to the minimum interest required, in the opinion of the Partnership's tax counsel, for the Partnership to continue to be taxed as a partnership for federal income tax purposes.



D. Termination Payments. After any involuntary withdrawal of a General Partner, he or his legal representatives shall be entitled to a termination payment equal to the amount which would have been distributed to him under Section 10D if the Partnership had terminated as of the date of such withdrawal. Termination payments hereunder shall be made within 90 days after the termination of the Partnership, in cash or in property valued at its fair market value at the time of computation of the termination payment.

10. TERMINATION OF THE PARTNERSHIP.

A. Dissolution. The Partnership shall be terminated and dissolved on the earliest to occur of the following:

(i) a date designated by the unanimous written consent of all Partners;

(ii) except as provided in (iii) below, the occurrence of an event specified under the laws of Montana as one effecting dissolution;

(iii) the withdrawal of the General Partner, as provided in Section 9A or B; provided, however, that upon the occurrence of such a withdrawal, the Limited Partners upon the appointment of a successor General Partner, may elect to continue the Partnership and the Partnership's business pursuant to Section 9C;

(iv) the sale of substantially all of the Partnership's property; or

(v) 12:00 midnight on December 31, 1987.

B. Winding Up of the Partnership. Upon any termination of the Partnership, it shall immediately commence winding up its affairs. The Partners shall continue to share net income or losses during the period of winding up, until liquidation, in the same proportions as before termination. The General Partner (or if there is no General Partner, any liquidating agent designated by a majority in interest of the Limited Partners) shall liquidate the Partnership's assets and shall use its best efforts to do so expeditiously and advantageously. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of its liabilities to creditors so as to minimize losses attendant to a liquidation. The proceeds from liquidation of the Partnership's assets, after payment of the expenses of liquidation, shall be applied and distributed as set forth in paragraph D.

C. Accounting upon Termination. In connection with the termination of the Partnership, the Partnership shall furnish to each Partner a statement setting forth its assets and liabilities valued as of the date of complete liquidation at their fair market value. After distribution of all the assets of the Partnership, the Limited Partners

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shall cease to be such, and the General Partner shall cause to be executed, acknowledged and filed all documents necessary to cancel the Certificate and terminate the Partnership.

D. Distributions on Termination. After payment of all Partnership liabilities to creditors, the General Partner shall set up such reserves as he deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Such reserves may be paid over to a bank, or to the Partnership's counsel or accountants, or any other qualified agent, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the General Partner or liquidator may deem advisable, such reserves shall be distributed to the Partners or their assigns as follows:

(i) first, if and to the extent that there are any sums which have been advanced by any Partners to the Partnership other than as capital contributions, the principal amount thereof and the accrued interest thereon, if any, shall be repaid pro rata until such amounts are paid in full; and

(ii) then among the Partners, in accordance with their respective interests in the distributions of the Partnership; provided, that in no event shall the General Partner receive less than 1% of the aggregate amount so distributed.

After paying such liabilities and providing for such reserves, the General Partner or liquidator shall cause the remaining net assets of the Partnership to be distributed to and among the Partners in the manner set forth above (the "Final Distribution").

11. POWER OF ATTORNEY. Each Partner hereby irrevocably appoints the General Partner, and any successor General Partners, his attorney-in-fact to execute, acknowledge and swear to all instruments and file all documents requisite to carrying out the intention and purpose of this Agreement, including without limitation the filing of the Certificate and any business certificates, and amendments thereto, from time to time as required by applicable law. This appointment is a power coupled with an interest, in recognition of the fact that each Partner under this Agreement is relying upon the power of the General Partner to act as contemplated by this Agreement in such filings and other action by them on behalf of the Partnership. The foregoing power of attorney shall survive the assignment by any Limited Partner of the whole or any part of his interest hereunder.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS. The Partnership and the General Partner, jointly and severally, represent and warrant to each Limited Partner as follows:

A. Upon the filing of its Certificate, the Partnership will be duly organized as a limited partnership under the Statute and will continue as such until termination of the Partnership in accordance with this Agreement or otherwise in accordance with law.

B. The Partnership, when organized, will have full power and lawful authority to carry on its business as presently proposed to be conducted and to own and operate the assets, property and business that it presently proposes to acquire and operate.

C. Each Limited Partner will become a Limited Partner of the Partnership, with all rights and benefits accorded to a Limited Partner of a limited partnership organized under the Statute and the exercise of any rights granted to a Limited Partner by the terms of this Agreement will not cause any Limited Partner to become liable for the obligations of the Partnership as a General Partner thereof.

D. The General Partner will have on the date of admission of Limited Partners into the Partnership a net worth, determined in accordance with generally accepted accounting principles, sufficient to satisfy the requirements of Section 7701(a)(2) of the Code and Section 301.7701-2(a) of the Regulations thereunder. The General Partner will use its best efforts in the future to maintain a net worth sufficient to satisfy such requirements.

E. There are no claims, disputes or proceedings of any kind, pending or threatened, involving the Partnership.

Each Partner hereby covenants and agrees with the Partnership and all the other Partners that this Agreement (including its Exhibits and the aforesaid Salvage Contract and Sales Agent Agreement) sets forth the entire understandings of the parties with respect to the subject matter and transactions contemplated hereby. Any and all previous agreements, understandings and negotiations between or among the parties and their principals and representatives, whether written or oral, are superseded by this Agreement.

13. NON-DISTRIBUTION AGREEMENT. Each Limited Partner hereby represents and warrants to, and agrees with, each other Partner: that his interest as a Limited Partner has been purchased with his own funds for his own account for investment and not with a view to the distribution thereof, by public sale or other disposition; that he does not intend

to subdivide his purchase with anyone; that such interest shall not be pledged, sold or transferred by him, unless, prior to any proposed pledge, sale or transfer, (a) a Registration Statement on Form S-1 (or any form replacing such form) under the Securities Act of 1933 (the "Act") with respect to the interest proposed to be pledged, sold or transferred shall then be effective, or (b) the Partnership shall have received an opinion of counsel in form and substance satisfactory to it that such registration is not required because such transaction complies with Rules or Regulations of the Securities and Exchange Commission under the Act or otherwise does not require registration under the Act; that any certificate of ownership representing his interest will bear a legend, in form satisfactory to counsel for the Partnership, confirming the existence of the provisions of this Section 13; that a stop order prohibiting transfer of his interest may be filed by the Partnership with its transfer agent, if any; that he understands that interests in the Partnership are "restricted securities" as that term is defined in Rule 144 under the Act and, accordingly, that the interests must be held indefinitely unless they are subsequently registered under the Act or unless an exemption from such registration is available and that the Partnership and the General Partner are under no obligation to register the interests or to comply with any such exemption; that he is aware that, pursuant to the provisions of Rule 144, the interests must be held for at least two years from the date of purchase and, even after such period, sales of the interests may be made only in limited amounts in accordance with the terms and conditions of Rule 144, if applicable, and that, in the case of unregistered sales to which these Rules are not applicable, registration under the Act or compliance with some exemption under the Act will be required; and, that the availability of Rule 144 is conditioned upon the satisfaction of a number of requirements, including registration and timely filing under the Securities Exchange Act of 1934, or adequate current public information with respect to the Partnership being available, and the existence of an active public market permitting sales in "brokers transactions" as defined in Rule 144.

Each Limited Partner also acknowledges receipt of full information regarding the Partnership's business and having had the opportunity to ask questions of and receive answers from the General Partner, and persons acting on its behalf, concerning the terms and conditions of the organization of the Partnership, and having had access to and obtained such additional financial, operating and other information about the Partnership, its proposed business and its proposed

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operations as he considered necessary to verify the accuracy of the information provided to him, and to permit him to be able to properly evaluate the merits and risks of his investment. Each Limited Partner represents and warrants that his net worth and annual income have been accurately disclosed to the General Partner and that he can afford the economic risk of the investment in the Partnership by holding his interest for an indefinite period or, if such should be the case, by taking a complete loss. Each Limited Partner confirms that he understands that, if an exemption under the Act of the sale of the interests is not available, such sale would have to be registered pursuant to the requirements of the Act, and that his investment and non-distribution representations herein are being relied upon by the Partnership and the other Partners as part of the basis for claiming that his interest has been sold to him pursuant to exemptions from the registration provisions of the Act.

14. NOTICES. All notices and other communications required or contemplated hereunder shall be prepared in writing and shall be deemed to have been duly given when actually delivered or when mailed, by United States mail, postage prepaid, addressed to the recipient at his address as shown at that time on the Certificate, as amended from time to time, on file in the office of the Secretary of State of the State of Idaho. Any Partner may change the address to which such notices and communications to him are to be addressed by written notice to all other Partners given in such manner. In order to facilitate the giving of notices, the General Partner shall maintain at the principal office of the Partnership a current list of the addresses of the Partners as shown on the Certificate, modified by any notices of changes of address delivered to the General Partner pursuant to this Section 14. A notice shall be deemed properly addressed if sent to a Partner's address as set forth on the list so maintained.

15. LIMITED PARTNERSHIP CERTIFICATE. The Partners shall upon making their respective capital contributions or upon the request of the General Partner execute and acknowledge a Certificate as required by the Statute. The General Partner shall cause the Certificate to be filed in the office of the Secretary of State of the State of Idaho and any other offices where such a filing is required by law. The Partners shall perform any appropriate further acts and shall execute and acknowledge, and the General Partner shall cause to be filed and recorded, any and all other certificates and documents required by law in connection with the formation, operation, termination and dissolution of the Partnership, including without limitation any amendment to or cancellation of the Certificate.

16. RESIDENT OFFICE AND AGENT. The registered office and place of business of the initial registered office of the corporation shall be 412 River Street, Wallace, Idaho 83873, and the name of its initial registered agent at such office is Justin L. Rice.

17. MISCELLANEOUS. This Agreement and Certificate shall be construed and enforced in accordance with the laws of Idaho and may be executed in one or more counterparts, and with one or more signature pages for Limited Partners in the form attached hereto, each counterpart being deemed an original, but all of which together shall constitute one and the same Agreement and Certificate.

This Agreement may be amended by a written instrument executed by the General Partner and consented to by all Limited Partners. This Agreement and Certificate embodies the complete understanding of the parties hereto with respect to the subject matter hereof and, except as otherwise specified herein, shall be binding upon and shall inure to the benefit of their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Partners have duly executed this Limited Partnership Agreement and Certificate of Limited Partnership under seal on or as of the date first above written.

GENERAL PARTNER

CAPITAL CONTRIBUTION

Royal Apex Corporation

By Justin L. Rice  
Justin L. Rice, President

\$ 10.00

STATE OF IDAHO            )  
                                  ) ss.  
COUNTY OF SHOSHONE    )

January 4th, 1983

Then personally appeared Justin L. Rice, to me known and known to me to be the President of Royal Apex Corporation, a Montana Corporation, and acknowledged the foregoing Limited Partnership Agreement and Certificate of Limited Partnership to be true and the free act and deed of said corporation, duly authorized by its Board of Directors, before me.

Ray C. Schaefer  
Notary Public

My commission expires: 10-22-86

LIMITED PARTNERS

CAPITAL CONTRIBUTION

Royal Apex Corporation

By Justin L. Rice  
Justin L. Rice, President  
and Registered Agent

\$ 590.00

STATE OF IDAHO           )  
                                  ) ss.  
COUNTY OF SHOSHONE    )

January 4th, 1983

Then personally appeared Justin L. Rice, to me known and known to me to be the President of Royal Apex Corporation, a Montana corporation, and acknowledged the foregoing Limited Partnership Agreement and Certificate of Limited Partnership to be true and the free act and deed of said corporation, duly authorized by its Board of Directors, before me.

Mary C. Eidenberger  
Notary Public

My commission expires: 10-22-86

UNIVERSAL WOOD & METAL, INC.

By J. C. Marshall  
J. C. Marshall, President

\$ 300.00

STATE OF IDAHO           )  
                                  ) ss.  
COUNTY OF SHOSHONE    )

January 4th, 1983

Then personally appeared to me J. C. Marshall, to me known and known to me to be the President of Universal Wood & Metal, Inc., an Idaho corporation, and acknowledged the foregoing Limited Partnership Agreement and Certificate of Limited Partnership to be true and the free act and deed of said corporation, duly authorized by its Board of Directors, before me.

Mary C. Eidenberger  
Notary Public

My commission expires: 10-22-86

PRICHARD RESOURCES COMPANY

By Wilfred E. Gardner, Jr.  
Wilfred E. Gardner, Jr.,  
President

\$ 100.00

STATE OF IDAHO            )  
                                  ) ss.  
COUNTY OF SHOSHONE    )

January 4th , 1983

Then personally appeared to me Wilfred E. Gardner, Jr., to me known and known to me to be the President of Prichard Resources Company, an Idaho corporation, and acknowledged the foregoing Limited Partnership Agreement and Certificate of Limited Partnership to be true and the free act and deed of said corporation, duly authorized by its Board of Directors, before me.

Mary Eidemberger  
Notary Public

My commission expires: 10-22-86



EXHIBIT A

UNIVERSAL-ROYAL APEX LIMITED PARTNERSHIP

<u>GENERAL PARTNER</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Royal Apex Corporation C/O Keller, Reynolds, Drake, Sternhagen & Johnson South Annex Power Bldg. Helena, Montana 59601	\$ 10.00	1.0%
<u>LIMITED PARTNERS</u>		
Royal Apex Corporation C/O Keller, Reynolds, Drake, Sternhagen & Johnson South Annex Power Bldg. Helena, Montana 59601	590.00	59.0%
Prichard Resources Company 307 Cedar Street Wallace, Idaho 83873	100.00	10.0%
Universal Wood & Metal, Inc. 1000 West Silver Road Post Office Box 99 Smelterville, Idaho 83868	<u>300.00</u>	30.0%
TOTALS	\$ <u>1,000.00</u>	<u>100.0%</u>

JAN 21 10 30 AM '83  
EXHIBIT B

ADVANCES ON BEHALF OF THE PARTNERSHIP

<u>Date</u>	<u>Description</u>	<u>Amount</u>
on or before 10/26/82	Universal-deposit on Contract	\$ 25,000.00
11/11/82	Universal-deposit on Contract (borrowed from Heller)	100,000.00
12-6-82	Universal-further deposit on Contract, extension (repayment to Coeur d'Alene Mines Corporation)	100,000.00