

CERTIFICATE OF
LIMITED PARTNERSHIP

OCT 2 3 52 PM '86
SECRETARY OF STATE

The undersigned, desiring to establish a Limited Partnership pursuant to the provisions of the Uniform Partnership Law as set forth in Title 53, Chapter 2, of the Idaho Code,

1. The name of the Limited Partnership shall be HDI Associates IV, Limited Partnership.
2. The character of the business of the partnership shall be development and operation of hydroelectric facilities.
3. The location of the principal place of business shall be Dry Creek, Howe, Idaho.
4. The names and addresses of the General Partner and Limited Partner are:

<u>General Partner</u>	<u>Limited Partner</u>
HDI-Idaho, Inc. c/o Hydroelectric Development, Inc. 10394 W. Chatfield Ave. Suite 108 Littleton, CO 80127	Mike Demos c/o Hydroelectric Development, Inc. 10394 W. Chatfield Ave. Suite 108 Littleton, CO 80127

5. The partnership shall continue for so long as the partners agree, unless previously terminated by the terms of the Limited Partnership Agreement or by operation of law.

6. The type and amount of contributions by the partners is as follows:

<u>Name</u>	<u>Type</u>	<u>Value</u>
HDI-Idaho, Inc.	Governmental permits, licenses, easements, plans and specifica- tions for hydroelectric facility on Dry Creek,	\$ 99.00

Butte County and Camas
County, Idaho

Mike Demos	Cash	\$ 1.00
	Total	\$100.00

7. There is no agreement as to when the contributions of the Limited Partner will be returned other than at the termination of the partnership.

8. The partners are to receive the following distribution of net profits annually:

<u>Name</u>	<u>Distribution</u>
HDI-Idaho, Inc.	99%
Mike Demos	1%

9. The partnership interest of the Limited Partner may be transferred or assigned only with the prior written consent of the General Partner. Such consent may not be unreasonably withheld by the General Partner, but in no event shall be given unless:

(a) The assignment is of the Limited Partner's whole partnership interest, except that the Limited Partner may assign a part of his partnership interest to a member of his family by blood, marriage, or adoption.

(b) The assignee shall execute and deliver to the General Partner an agreement, in a form satisfactory to the General Partner, to be bound by the terms and conditions of the Limited Partnership Agreement, and such other documents consistent therewith as the General Partner shall deem appropriate.

(c) The terms of such assignment shall specify the end of an annual calendar quarter as the effective date thereof.

An assignee of the partnership interest of the Limited Partner pursuant to an assignment consented to by the General Partner and in all other respects in compliance with the Limited Partnership Agreement shall be admitted as a substituted Limited Partner upon his payment of the reasonable costs, if any, of affecting such admission.

10. After the Limited Partner has requested written consent to transfer or assign his partnership interest, the partnership shall have the right to purchase the Limited Partner's interest within sixty (60) days under the following terms and conditions:

(a) No Limited Partner shall have the right to transfer his interest for three (3) years from the date of this Agreement.

(b) If the Limited Partner requests consent for transfer or assignment of his limited partnership after three (3) years from the date of this Agreement, the partnership shall have the right to purchase the Limited Partner's partnership interest by paying the partner fair market value of his partnership interest in the manner and by the method set forth in the Limited Partnership Agreement.

(c) Upon the death of the Limited Partner, the partnership shall have the right to purchase the Limited Partner's partnership interest by paying the partner's estate the fair market value for such interest in the manner and by the methods set forth in the Limited Partnership Agreement.

(d) If under any provision of the Limited Partnership Agreement, the partners are unable to agree upon the fair market value of the partnership, the partners shall agree among themselves and select an appraiser (who is a member of the Appraisal Institute) to determine the fair market value of the partnership and be bound by such determination. In the event the partners are unable to agree upon an appraiser to determine the fair market value of the partnership, the withdrawing partner or his legal representative shall select an appraiser, the remaining partner or his legal representative shall select an appraiser, and the appraisers so selected shall select a third appraiser (a member of the Appraisal Institute) who shall determine the fair market value of the partnership and whose determination shall be binding upon the partnership. The cost of the appraisal which determines the fair market value shall be borne by the partnership.

(e) This right to purchase shall be exercised in the sole discretion of the General Partner. If the General Partner fails to exercise the rights under the terms of this Section 10, the Limited Partner may transfer or assign his interest in accordance with the terms and conditions of the Limited Partnership Agreement.

11. If the Limited Partner requests consent for transfer or assignment of his limited partnership interest and the partnership fails to exercise the first right to purchase set forth above, any partner, general or limited, shall have the right

to purchase the Limited Partner's partnership interest within thirty (30) days following the failure of the partnership to exercise the right to purchase by paying the partner the fair market value of his partnership interest in the manner and by the methods set forth in the Limited Partnership Agreement. The Limited Partner seeking to transfer or assign his limited partnership interest shall transfer such interest to the partners, general or limited, who desire to purchase his interest and if more than one partner desires to purchase such interest, then the Limited Partner shall transfer such interest to each of said partners in equal proportions.

12. No Limited Partner has a right or priority over other Limited Partners as to contributions or as to compensation by way of income.

13. The Limited Partner is given the right to continue the business on the death, retirement, or insanity of the General Partner if the Limited Partner elects to do so within ninety (90) days of such event and in accordance with the terms and conditions of the Limited Partnership Agreement.

14. The Limited Partner has no right to demand and receive property other than cash in return for his contributions.

15. The initial registered agent for the Limited Partnership shall be David B. Lincoln whose address is Suite 1010, First Interstate Building, 702 West Idaho Street, Boise, Idaho 83701.

IN WITNESS WHEREOF, We have hereunto set our hands this 24th
day of September, 1986.

GENERAL PARTNER
HDI-IDAHO, INC.

By 
Mike Demos, President

LIMITED PARTNER

By 
Mike Demos

STATE OF COLORADO)

County of Jefferson)

ss.

ON THIS 26th day of September, 1986, before me, the undersigned, Notary Public in and for said state, personally appeared MIKE DEMOS known to me to be the person who executed this instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Donnie R. Pope
Notary Public in and for Colorado

Residing at 9709 W. Fairview Ave., Littleton CO 80127
Commission Expires 9/4/90

STATE OF COLORADO)

County of Jefferson)

ss.

ON THIS 26th day of September, 1986, before me, the undersigned, Notary Public in and for said state, personally appeared MIKE DEMOS known to me to be the President of HDI-Idaho, Inc., and acknowledged to me that he executed the within and foregoing instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Donnie R. Pope
Notary Public in and for Colorado

Residing at 9709 W. Fairview Ave., Littleton CO 80127
Commission Expires 9/4/90