

CERTIFICATE OF LIMITED PARTNERSHIP

OF

CLEARWATER HYDRO LIMITED PARTNERSHIP

1. The name of the limited Partnership is Clearwater Hydro Limited Partnership.

2. The general character of its business is to acquire, develop, construct, improve, hold, lease, operate, manage and otherwise deal with facilities for the production of hydro-electric or other types of power to be located within the State of Idaho in Clearwater County near Orofino, Idaho.

3. The name of the registered agent for service of process is Charles D. Cuddy, whose address is ~~P.O. Box 64, Orofino,~~ *125 Johnson Ave. Orofino,* Idaho 83544.

4. The name and the business address of each partner and the designation of each partner as a general partner or a limited partner are as follows:

<u>Name</u>	<u>Address</u>
<u>General Partner</u>	
B - C, Incorporated	125 Johnson Avenue Orofino, Idaho 83544
<u>Limited Partner</u>	
Brenda Jo Cuddy	12640 Hartford Avenue Orofino, Idaho 83544

5. The amount of cash contributed by each partner is as follows: B - C, Incorporated, \$500.00; Brenda Jo Cuddy, \$50.00. No partner has contributed any other property, labor or services as of the date of this Certificate.

6. The partners have not agreed to make additional contributions at any particular time or on the happening of any particular event.

7. In the event that a limited partner assigns all, but not less than all, of such limited partner's interest in the limited partnership to a corporate affiliate of that limited partner, such assignee shall have the right to become a substituted limited partner upon acceptance of the terms and

provisions of the Agreement of Limited Partnership dated June 20th, 1984 between the original partners named in Paragraph 4. Any other assignee to a limited partner's interest in the limited partnership may become a substituted or additional limited partner only at the discretion, reasonably exercised of the general partners.

8. A general partner may not withdraw or retire from the limited partnership or sell or assign his interest in the limited partnership without the unanimous consent of the other general partners. In such event, the remaining general partners shall pay the retiring or withdrawing general partner, in liquidation of the partnership interest of such general partner, an amount based on the fair market value of the limited partnership's facilities. In determining such fair market value, all debts and liabilities of the limited partnership shall be deducted. Thereafter, the amount to be paid to the retiring or withdrawing general partner shall be calculated by multiplying the percentage of such general partner's interest in the limited partnership and the fair market value of the limited partnership's facilities.

The Limited Partnership Agreement provides no means by which a limited partner may terminate her membership in the limited partnership other than by a transfer of her interest to another person.

9. All partners have the right to receive, during the continuance of the limited partnership, distributions of cash from the limited partnership in proportion to their respective capital contributions. All partners have the right to receive, upon the termination and dissolution of the limited partnership the proceeds of liquidation in the same proportions. In the event it becomes necessary to make a distribution of partnership property in kind, such property shall be transferred and conveyed to the partners or their assigns so as to vest in each of them as a tenant in common an undivided interest in the limited partnership.

10. At no time during the continuance of the limited partnership shall the capital contribution of a limited partner be returned. The capital contribution of a general partner may be returned at such time as the general partners shall unanimously agree.

11. The limited partnership is to be dissolved and liquidated upon the expiration of the term on December 31, 2034, unless any of the following events occur prior to that time; (a) an election to dissolve the limited partnership is made in writing by all partners, (b) the sale of all or substantially all of the limited partnership's interest in the facility for the production of hydroelectric power, (c) the inability of the limited partnership to continue to conduct its business by reason of the permanent termination or revocation of any license, approval or other governmental authorization, (d) the failure to achieve commercial operation of the proposed facility by December 21, 1990, or (e) otherwise by operation of law.

12. The remaining general partners shall continue the business regardless of the withdrawal of another general partner.


13. Each of the partners, pursuant to Section 14.9 of the Limited Partnership Agreement has constituted and appointed Charles D. Cuddy such partner's true and lawful attorney in such partner's name, place and stead to make, execute, acknowledge and file this Certificate of Limited Partnership and any amendment thereto or thereof which is or may be required by the laws of the State of Idaho (a) to form the limited partnership, (b) to reflect any duly made amendment to the Limited Partnership Agreement dated June 20th, 1984, the undersigned has executed this Certificate of Limited Partnership as of this 20th day of June, 1984.

CLEARWATER HYDRO LIMITED PARTNERSHIP

By: 
Charles D. Cuddy
Attorney in Fact

B - C, INC. General Partner

By: 
Charles D. Cuddy, President


Brenda Jo Cuddy, Limited Partner