

CERTIFICATE OF LIMITED PARTNERSHIP

OF

OROFINO FALLS HYDRO LIMITED PARTNERSHIP

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SECRETARY OF
STATE

1. The name of the limited partnership is Orofino Falls 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 hydroelectric 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 Carl W. Harder, whose address is Suite 701, One Capital Center, Boise, Idaho, 83702.

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 Partners:</u>	
Idaho Hydro, Inc.	2150 Michigan Avenue Orofino, ID 83544
Eagle Construction Corporation	P. O. Box 181 Loveland, CO 80537
Energy Associates, Inc.	1970 Massachusetts Avenue Lexington, MA 02178
<u>Limited Partner:</u>	
Ruth Servatius	P. O. Box 1617 Boise, ID 83701

5. The amount of cash contributed by each partner is as follows: Idaho Hydro, Inc., \$500.00; Eagle Construction Corp., \$500.00; Energy Associates, Inc., \$500.00; Ruth Servatius, \$500.00. 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 any 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 March 28, 1983 among 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 withdraw or retire from the limited partnership with 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 remaining general partners shall pay the retiring or withdrawing general partner one-third of such amount on the effective date of the retirement or withdrawal, and shall pay the balance of such amount in five (5) equal annual installments, with interest on the unpaid balance to accrue at the prime rate of interest charged by First Security Bank of Idaho, N.A., from time to time, less one (1).

The Agreement of Limited Partnership provides no means by which a limited partner may terminate his membership in the limited partnership, other than by a transfer of his 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 assignees so as to vest in each of them as a tenant in common an undivided interest in the whole of said property equal to his percentage 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 its 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 March 28, 1990, or (e) otherwise by operation of law.

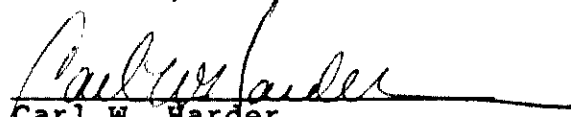
12. The remaining general partners shall continue the business regardless of the withdrawal of another general partner.

13. Each of the partners, pursuant to Section 14.11 of the Agreement of Limited Partners, has constituted and appointed Carl W. Harder 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 Agreement of Limited Partnership, (c) to reflect any change in the information contained in this Certificate of Limited Partnership, or (d) to reflect the dissolution of the limited partnership.

IN WITNESS WHEREOF, pursuant to the limited power of attorney granted to him by the partners in Section 14.11 of the Agreement of Limited Partnership dated March 28, 1983, the undersigned has executed this Certificate of Limited Partnership as of this 28th day of March, 1983.

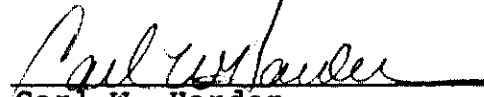
IDAHO HYDRO, INC.

By


Carl W. Harder
Attorney in Fact

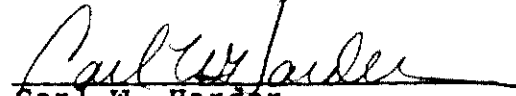
EAGLE CONSTRUCTION CORPORATION

By


Carl W. Harder
Attorney in Fact

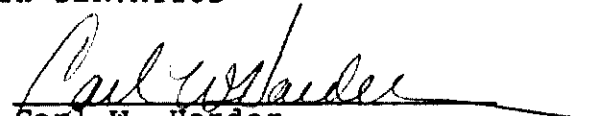
ENERGY ASSOCIATES, INC.

By


Carl W. Harder
Attorney in Fact

RUTH SERVATIUS

By


Carl W. Harder
Attorney in Fact