

CERTIFICATE OF AMENDMENT
OF

ENERGY GAP, INC.

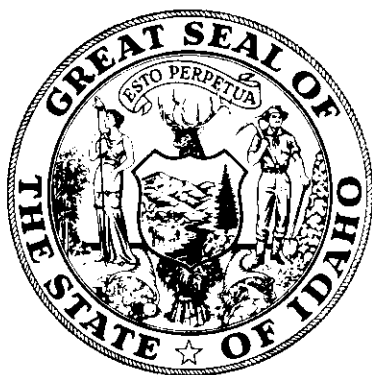
I PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby, certify that
duplicate originals of Articles of Amendment to the Articles of Incorporation of _____

ENERGY GAP, INC.

duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have
been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of
Amendment to the Articles of Incorporation and attach hereto a duplicate original of the Articles
of Amendment.

Dated September 13, 19 85



SECRETARY OF STATE

Corporation Clerk

SEP 13 4 03 PM '85
SECRETARY OF STATE

ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION
OF ENERGY GAP, INC.

85 SEP 10 1 49 3 16

Pursuant to the provisions of §30-1-61 of the Idaho Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Energy Gap, Inc.

SECOND: The following amendments of the Articles of Incorporation were adopted by the shareholders of the corporation on August 30, 1985, in the manner prescribed by the Idaho Business Corporation Act:

Article 4 is hereby amended to read as follows:

(a) It shall have authority to issue one hundred (100) shares of common stock, all of one class, with no par value.

(b) It shall have authority to issue five (5) shares of Class A non-voting preferred stock, with One Dollar (\$1.00) par value.

Class A non-voting preferred stock shall provide, collectively, to the holders of such stock royalty payments on any hydroelectric projects named in Paragraph (d)(1) hereof, developed by Energy Gap, Inc. in accordance with the following schedule:

(i) A total payment of forty percent (40%) of net cash flow of such project payable quarterly commencing six (6) months from the date of first power production of such project through and including the end of the fifteenth (15th) year of power production of such project.

(ii) A total payment of fifty percent (50%) of net cash flow of such project from the beginning of the sixteenth (16th) year through and including the end of the thirtieth (30th) year of power production of such project.

(iii) A total payment of sixty percent (60%) of such net cash flow of such project beginning in

the thirty-first (31st) year of power production of such project through and including the seventy-fifth (75th) year of power production of such project.

"Net cash flow" shall be defined as the gross revenues derived from all power contracts less principal and interest payments on all obligations incurred, operation, maintenance and administrative costs, licensing costs, replacement reserves, land use fees, land lease or royalty payments, insurance and all taxes. In computing royalties, administrative costs shall not exceed eight percent (8%) of gross revenue. The amount of debt that the Project shall be allowed to incur shall be limited to hard construction costs, design and construction engineering, construction management, construction interest, and loan fees.

(c) It shall have authority to issue two hundred (200) shares of Class B preferred stock, with One Dollar (\$1.00) par value.

Class B non-voting preferred stock shall entitle the holder of such stock to have Energy Gap, Inc. redeem shares of such stock in exchange for payments, in accordance with the following schedule, on any of those hydroelectric projects named in Paragraph (d)(2) hereof, as may hereafter be licensed by the Federal Energy Regulatory Commission to Energy Gap, Inc..

(i) Energy Gap, Inc. shall redeem shares of each Shareholder's Class B non-voting preferred stock for each project enumerated in Paragraph (d)(2) hereof that Energy Gap, Inc. shall develop, so that the total redemption price of all shares redeemed as a result of that project shall be equal to an amount of One Hundred Dollars (\$100.00) per kilowatt of installed and operable capacity according to the manufacturer's name-plate rating of the unit(s) of hydroelectric power generation of that project as shall be built by Energy Gap, Inc. Such redemption shall occur within sixty (60) days of first power production of any project.

(ii) For each project developed by Energy Gap, Inc., Energy Gap, Inc. warrants that it will redeem, collectively, a total of fifty (50) shares of Class B non-voting preferred stock belonging to those Shareholders as follows:

(A) Two (2) shares of each of the five (5) Shareholders (ten (10) shares total) will be redeemed by Energy Gap, Inc. within sixty (60) days after licensure of the particular project by the FERC, such redemption representing twenty percent (20%) of the total redemption price as calculated according to the formula in the schedule above.

(B) Eight (8) shares of each of the five (5) Shareholders (forty (40) shares total) will be redeemed by Energy Gap, Inc. within sixty (60) days after the closing of a construction loan for that particular project.

(d) (i) Class A non-voting preferred stock shall entitle the holder of such stock to receive royalties on the following projects if and when developed: Upper Teton, Kootenai Creek, Sweeney Creek, Lower Teton Creek, and Roaring Lion Creek.

(ii) A redemption of Class B non-voting preferred stock shall apply only to Kootenai Creek, Sweeney Creek, Lower Teton Creek, and Roaring Lion Creek. Upper Teton is expressly precluded from a redemption of Class B stock.

(e) Upon liquidation or dissolution, the holders of Class A and Class B non-voting preferred stock shall be entitled to a One Dollar (\$1.00) per share preference upon liquidation or dissolution.

(f) The corporation shall not have authority to issue any additional shares of Class A non-voting preferred stock without the unanimous written consent of all holders of Class A non-voting preferred stock.

(g) The corporation shall not have authority to issue any additional shares of Class B non-voting preferred stock without the unanimous written consent of all holders of Class B non-voting preferred stock.

Article 5 shall be amended to read as follows:

(a) The address of its registered office is P.O. Box 1906, 142 3rd Avenue North, Twin Falls, Idaho, 83303-1906. The name of its registered agent at such address is John A. Rosholt.

THIRD: The number of shares of the corporation outstanding at the time of such adoption was fifty (50); and the number of shares entitled to vote thereon was fifty (50).

DATED this 30 day of August, 1985.

"ENERGY GAP, INC.

By Dick Graves
President

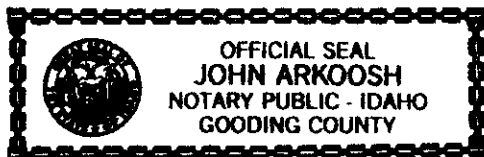
ATTEST:

By Bill Arkoosh
Secretary

STATE OF IDAHO)
) ss.
County of GOODING)

On this 30 day of August, 1985, before me, a Notary Public, in and for said County and State, personally appeared DICK GRAVES and BILL ARKOOSH, known or identified to me to be the President and Secretary, respectively of ENERGY GAP, INC., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

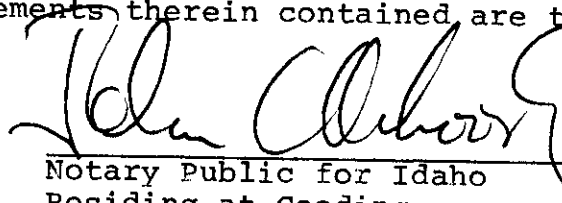
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



John Arkoosh
NOTARY PUBLIC FOR IDAHO
Residing at GOODING

STATE OF IDAHO)
 ss.
County of Gooding)

I, JOHN C. ARKOOSH, a notary public, do hereby certify that on the 30th day of August, 1985, personally appeared before me Dick Graves, who, being by me first duly sworn, declared that he is the President of Energy Gap, Inc., that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.



Notary Public for Idaho
Residing at Gooding
My Commission Expires: Lifetime

