

JAN 30 8 52 AM '93
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
FORD HYDRO LIMITED PARTNERSHIP

1. The name of the limited partnership is Ford Hydro Limited Partnership (the "Partnership").
2. The Partnership filed its initial Certificate of Limited Partnership (the "Certificate of Limited Partnership") on January 13, 1984.
3. The Partnership hereby amends and restates paragraphs 3 through 12 of the Certificate of Limited Partnership in their entirety as follows:
 - "3. The name of the registered agent for service of process is MTB & B Service Company, whose address is 911 West Idaho, P.O. Box 829, Boise, Idaho 83701.
 4. The name and 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>	
Oxess Partners	c/o Oxford Energy, Inc. 3510 Unocal Place Santa Rosa, CA 95403

<u>Limited Partner</u>	
Ford Hydro, Inc.	242 Middle Field Road Bellingham, WA 98225 Attn: Archie R. Ford

5. The amount of cash contributed by each partner to the Partnership is as follows: Oxess Partners, \$250,000, and Ford Hydro, Inc., \$500,000. No partner has contributed any other property, labor or services to the Partnership 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 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 conditions of the Partnership Agreement. Any other assignee to a limited partner's interest in the Partnership may become a substituted or additional limited partner only at the discretion, reasonably exercised, of the general partner.
8. The general partner may not withdraw or retire from the Partnership until April 1, 1993. In the event of the withdrawal or retirement of the general partner on or after April 1, 1993, the limited partner may elect to reconstitute the Partnership and continue the business of the Partnership for the balance of its term. If the limited partner so elects, the withdrawing or retiring general partner is entitled to receive in liquidation of its partnership interest in the Partnership an amount equal to the liquidation value thereof. The Partnership Agreement provides no means by which a limited partner may terminate its interest in the Partnership other than by a transfer of its interest to another person, including the general partner.
9. Distributions of cash from the Partnership are to be made 100% to the general partner in each year until the production of the Facility for such year has reached 7,500,000 kilowatt hours of energy and, thereafter, 100% to the limited partner. Distributions made upon the termination and liquidation of the Partnership are to be made in accordance with the partners' positive capital.

account balances. If 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 equal to each partner's interest in the proceeds of a liquidation of the Partnership.

10. At no time during the continuance of the Partnership shall the capital contribution of the limited partner be returned. The capital contribution of the general partner may be returned at the discretion of the general partner.
11. The Partnership is to be dissolved and liquidated upon the expiration of its term on December 31, 2034, unless any of the following events occurs prior to that time: (a) an election to dissolve the Partnership made in writing by the General Partner, (b) the sale of all or substantially all of the Partnership's interest in the Facility, (c) the inability of the 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 commence commercial operation of the Facility by December 31, 1990, or (e) the termination of the Partnership by operation of law.
12. Because the Partnership only has one general partner, no other general partners have the right to continue the business of the Partnership upon the happening of an event of withdrawal with respect to such general partner."
4. The Partnership hereby deletes in its entirety paragraph 13 of the Certificate of Limited Partnership.

5. Each of the partners, pursuant to Section 10.4 and Article XIII of the Partnership Agreement, has constituted and appointed Oxess Partners such partner's true and lawful attorney in such partner's name, place and stead to make, execute, acknowledge and file this Certificate and any amendment thereto or thereof which is or may be required by the laws of the State of Idaho to reflect the substitution or addition of partners or any increase or decrease in any partner's capital contribution permitted under the Partnership Agreement.

IN WITNESS WHEREOF, the general partner of the Partnership, on behalf of the Partnership, has hereunto set its hand this ____ day of January, 1990.

FORD HYDRO LIMITED PARTNERSHIP

By: Oxess Partners, its general partner

By: Oxford Penacook Investments, Inc., a general partner

By: Robert Colman
Robert D. Colman,
President

*By: Ford Hydro, Inc., its limited partner

By: /s/ Archie R. Ford
Archie R. Ford,
President

*By: Oxess Partners,
attorney-in-fact

By: Oxford Penacook Investments, Inc., a general partner

By: Robert Colman
Robert D. Colman,
President