

CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF IDAHO)
) ss.
County of Twin Falls)

The undersigned, desiring to form a limited partnership pursuant to the laws of the State of Idaho, certify as follows:

1. The name of the partnership is Island Park Hydropower Limited Partnership.

2. The business of the partnership is the generation and sale of hydroelectric power.

3. The registered agent is John A. Rosholt, 142 3rd Avenue North, P.O. Box 1906, Twin Falls, Idaho, 83301.

4. The name and business address of the general partner is as follows:

Cogentech, Inc., whose address is:

Star Route
Box 3654
Jackson Hole, WYO 83001

The name and address of the limited partner is:

Robert Wood
200 East South Temple, Suite 300
Salt Lake City, UT 84111

5. Limited partnership interests may be sold at such time and at such price as the general partner shall determine to be appropriate.

6. The amount of cash and the description and agreed value of other property contributed by each partner is as follows:

General Partner

Cogentech, Inc.	\$99.00
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Limited Partner

Robert Wood	\$ 1.00
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7. Additional contributions shall be made equally by all limited partners at such time as the general partner shall determine, so long as at least ten (10) limited partners of this limited partnership shall exist.

8. Robert Wood, as the initial limited partner shall have the right to sell any part of his partnership interest to an assignee at will. An assignee of Wood to convey his partnership interest to a subsequent assignee shall require the consent of the general partner.

9. The contribution of each limited partner is to be returned to such partner upon dissolution of the partnership.

10. The share of the profits or other income which each limited partner shall be entitled to receive shall be proportionate to the amount that his contribution bears to the total contribution of all limited partners.

11. Upon the dissolution of the general partner, the then remaining general partners (if any) shall have the right to continue the partnership business by purchasing the dissolving general partner's interest in the partnership at a price equal to the partner's capital account as of the end of the fiscal year immediately prior to such termination, plus his share of partnership profits or minus his share of partnership losses for the period from the beginning of the fiscal year in which his termination occurred until the termination date, as adjusted for contributions and withdrawals during such period. If upon such dissolution, there be no other general partner, the limited partner shall have ninety (90) days to select a successor general partner or the partnership shall be dissolved.

DATED this 13th day of December, 1985.

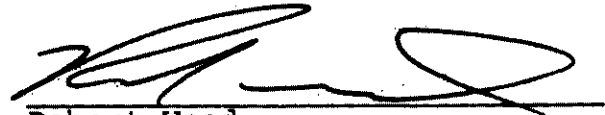
"GENERAL PARTNER"
Cogentech, Inc.

By Walter D. Tearse
President

ATTEST:


Secretary

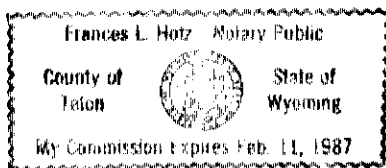
"LIMITED PARTNER"


Robert Wood

STATE OF Wyoming)
County of Teton) ss.

On this 13th day of December, 1985, before me, a Notary Public, in and for said County and State, personally appeared Walter D. Tourse and Bruce Morley, known or identified to me to be the President and Secretary, respectively of COGENTECH, 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.



Frances L. Hotz
NOTARY PUBLIC FOR Wyoming
Residing at Jackson

STATE OF UTAH)
County of SALT LAKE) ss.

On this 12th day of December, 1985, before me, a Notary Public, in and for said County and State, personally appeared ROBERT WOOD, known or identified to me to be the individual whose name is subscribed to the within 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.

Dorothy Buckley
NOTARY PUBLIC FOR Utah
Residing at Salt Lake City