

WHEN RECORDED RETURN TO:

Boise Geothermal Limited  
331 W. Idaho  
Boise, ID 83702

CERTIFICATE OF LIMITED PARTNERSHIP  
OF BOISE GEOTHERMAL LIMITED

The undersigned, desiring to establish a Limited Partnership pursuant to the provisions of the Uniform Limited Partnership Law as set forth in Title 53, Chapter 2 of the Idaho Code, hereby make the following certificate:

1. The name of the Partnership shall be Boise Geothermal Limited, a Limited Partnership.
2. The character of the business of the Partnership shall be to explore for, drill for, develop and produce geothermal resources.
3. The location of the principal place of business shall be 331 W. Idaho, Boise, Idaho, 83702.
4. The names, addresses of the General Partners are:

<u>Name</u>	<u>Place of Residence</u>
Ira W. Fonshill, III	200 Costin Boise, Idaho
Melvin J. Baptie	3108 Ridgeway Drive Boise, Idaho

5. The names, addresses and capital contribution of the Limited Partners are:

<u>Name</u>	<u>Place of Residence</u>	<u>Cash</u>
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See Exhibit A.

BOISE GEOTHERMAL LIMITED  
CERTIFICATE OF LIMITED PARTNERSHIP - 1

General Partners

*Ira W. Fonshill, III*  
Ira W. Fonshill, III

Limited Partners

*Walter Burtin*  
Attorney-in-Fact for  
Limited Partners

EXHIBIT "A"

<u>Name</u>	<u>Address</u>	<u>Contribution</u>
G&H Leasing Co.	c/o Harvey L. Grindstaff Route #4 Buhl, Idaho 83316	\$100,000.00
Idaho Construction Company	c/o John H. Anderson Box 1808 Twin Falls, Idaho 83301	\$100,000.00
Jack W. Allred	Route #2 Box 2486 Burley, Idaho 83318	\$100,000.00
G&D Land Company	c/o David N. Capps P. O. Box 346 Twin Falls, Idaho 83301	\$50,000.00
Richard L. and Sharon C. Barger	3326 Garrity Blvd. Nampa, Idaho 83651	\$25,000.00
Treasure Valley Investments	P. O. Box 877 Nampa, Idaho 83651	\$80,000.00
Twin Falls Investment Company	666 Shoshone Twin Falls, Idaho 83301	\$150,000.00
Norman Lancaster	Route #5 Grandview Drive Twin Falls, Idaho 83301	\$25,000.00

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

6. The Partnership shall terminate on December 31, 2030, unless previously terminated by the terms of the Limited Partnership Agreement or by operation of law.

7. The General Partners and the Limited Partners have not agreed to make any additional contributions to the capital of the Partnership.

8. There is no time agreed upon as to when the contribution of each Limited Partner is to be returned other than on the termination of the Partnership.

9. The profits and losses of the Partnership shall be allocated as follows, unless the conditions of (a) below are met:

	<u>General Partners</u>	<u>Limited Partners</u>
From formation of the Partnership until cash distributions to Limited Partners equal 100% of the Limited Partners' investment	2%	98%
After cash distribution to Limited Partners equals 100% of The Limited Partners' investment	30%	70%

(a) Allocations will be made as set forth upon the occurrence of the following events:

(i) If the City of Boise exercises its option to acquire the Partnership's interest in a Lease between the Partnership and the City of Boise dated August 25, 1980, and the Limited Partners have either received cash distributions or the proceeds of the sale will be used to distribute cash to Limited Partners to equal 100% of their investment, then profits and sales proceeds in excess of the amount necessary to return 100% of the Limited Partners' investment will be allocated 40% to the General Partners and 60% to the Limited Partners; or

(ii) If the Partnership is able to obtain a loan, the amortization of which will be at least 5 years, which is either guaranteed by the federal or state government or an agency thereof or is at a rate equal to or less than the prime rate of interest charged by the Idaho First National Bank, Boise, Idaho at the time of the advance, and the Limited Partners have either received cash distributions or the proceeds of such loan will be used to distribute cash to Limited Partners to equal 100% of their investment, then cash distributions in excess of the amount necessary to return 100% of

the Limited Partners' investment will be allocated 40% to the General Partners and 60% to the Limited Partners.

10. A Limited Partner must obtain the prior written consent of the General Partners to an attempted assignment of all or any portion of his or her partnership interest. A Limited Partner has no right to substitute an assignee in his or her place, but an assignee of a limited partnership interest may become a substituted limited partner provided that all of the following events shall first have occurred:

a. An executed and acknowledged written instrument of assignment has been filed with the Partnership stating that the assignee becomes a substituted limited partner;

b. The assignor and assignee have executed and acknowledged such other instruments as the General Partners may deem necessary or desirable to effect such substitution including a special power of attorney; and

c. The General Partners have given their written consent to the substitution.

11. The Partnership has the right to admit additional Limited Partners.

12. No Limited Partner shall have priority over other Limited Partners as to contributions or compensation by way of income.

13. The withdrawal or adjudication of bankruptcy or insolvency of either General Partner shall cause the dissolution or termination of the Partnership unless a majority in interest of the Partners elects a successor general partner which successor elects to continue the Partnership business.

14. A Limited Partner may not demand and receive property other than cash from the Partnership in return for his or her capital contribution.

15. This Certificate may be executed by and any writing to amend this Certificate may be executed by either of the General Partners as attorney-in-fact for all Limited Partners and their assignees, in accordance with the powers of attorney granted to and by the Limited Partners.

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of December, 1980.

General Partners

Limited Partners

Ira W. Fonshill, III  
Ira W. Fonshill, III

Melvin J. Baptie  
Attorney-in-Fact for  
Limited Partners

Melvin J. Baptie  
Melvin J. Baptie

STATE OF IDAHO )  
                  ) ss.  
County of Ada )

On this 30th day of December, 1980, before me,  
the undersigned, a Notary Public in and for said State, per-  
sonally appeared Ira W. Fonshill, III, known to me to be the  
General Partner of Boise Geothermal Limited, and acknowl-  
edged to me that as such, he executed the above and foregoing  
document.

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

Marge Bybee  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO )  
                  ) ss.  
County of Ada )

On this 30th day of December, 1980, before me,  
the undersigned, a Notary Public in and for said State, per-  
sonally appeared Melvin J. Baptie, known to me to be the  
General Partner of Boise Geothermal Limited, and  
acknowledged to me that as such, he executed the above and  
foregoing document.

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

Mary Bybee  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 30th day of December, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared Melvin J. Baptie, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the limited Partners of Geo. & Burke Ltd. and acknowledged to me that he subscribed the name of the limited Partners thereto as principal, and his own name as attorney-in-fact.

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

Mary Bybee  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO COUNTY OF ADA, ss.  
I, John Bastida, Recorder for said County, do hereby certify that the Attached is a true and correct copy of Instrument No. 8066834, as it appears on record in Ada County, State of Idaho. IN WITNESS WHEREOF, I have set my hand & affixed my official seal this 6 day of December, 1980.  
JOHN BASTIDA, Recorder  
By Stanley J. Holt

Geo. & Burke Ltd.  
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Stanley J. Holt  
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WHEN RECORDED RETURN TO:

8138618

Boise Geothermal Limited  
331 W. Idaho  
Boise, Idaho 83702

AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF BOISE GEOTHERMAL LIMITED

The undersigned, desiring to amend the Certificate of Limited Partnership filed on December 30, 1980, pursuant to the provisions of the Uniform Limited Partnership Law as set forth in Title 53, Chapter 2 of the Idaho Code, hereby make the following amendment to that certificate and state that the remainder of the certificate remains the same:

1. The names, addresses and capital contributions of the General Partners are:

<u>Name</u>	<u>Place of Residence</u>	<u>Cash</u>
Ira W. Fonshill, III	200 Costin Boise, Idaho	\$4,500.00
Melvin J. Baptie	3108 Ridgeway Drive Boise, Idaho	\$4,500.00

2. The names, addresses and capital contribution of the Limited Partners are:

<u>Name</u>	<u>Place of Residence</u>	<u>Cash</u>
See Amended Exhibit "A"		

IN WITNESS WHEREOF, We have hereunto set our hands this  
20<sup>th</sup> day of August, 1981.

General Partners

Limited Partners

Ira W. Fonshill, III  
Ira W. Fonshill, III

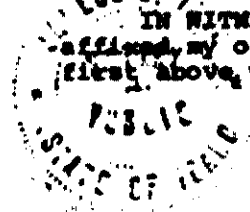
William J. Baptie  
Attorney in Fact for  
Limited Partners

Melvin J. Baptie  
Melvin J. Baptie

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 20<sup>th</sup> day of August, 1981, before me, the  
undersigned, a Notary Public in and for said State, personally  
appeared Ira W. Fonshill, III, known to me to be the General  
Partner of Boise Geothermal Limited, and acknowledged to me  
that as such, he executed the above and foregoing document.

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



James L. Hank  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 20<sup>th</sup> day of August, 1981, before me, the  
undersigned, a Notary Public in and for said State, personally  
appeared Melvin J. Baptie, known to me to be the General Partner  
of Boise Geothermal Limited, and acknowledged to me that as such,  
he executed the above and foregoing document.

BOISE GEOTHERMAL LIMITED  
CERTIFICATE OF LIMITED PARTNERSHIP - 2

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



James L. Yank  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 20<sup>th</sup> day of August, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Malvin J. Baptie, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the partnership, and acknowledged to me that he subscribed the name of Malvin J. Baptie thereto as principal, and his own name as attorney-in-fact.

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



James L. Yank  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA, ss  
I, John Bastida, Recorder for Ada County, do hereby certify that the above is a full, true and correct copy of

Inst. No. \_\_\_\_\_  
as it appears on record in Ada County, State of Idaho.  
IN WITNESS WHEREOF, I have set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

JOHN BASTIDA Recorder

By \_\_\_\_\_, Deputy

BOISE GEOTHERMAL LIMITED  
CERTIFICATE OF LIMITED PARTNERSHIP - 3

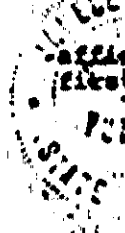
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WHEN RECEIVED RETURN TO:

Boise Geothermal Limited  
331 W. Idaho  
Boise, ID 83702

AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF BOISE GEOTHERMAL LIMITED

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1. The names, addresses and capital contributions of the General Partners are:

<u>Name</u>	<u>Place of Residence</u>	<u>Cash</u>
Ira W. Fonshill, III	200 Costin Boise, Idaho	\$4,500.00
Melvin J. Baptie	3108 Ridgeway Drive Boise, Idaho	\$4,500.00

2. The names, addresses and capital contribution of the Limited Partners are:

<u>Name</u>	<u>Place of Residence</u>	<u>Cash</u>
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See Amended Exhibit A.

day of March, 1981

**Limited Partners**

Ice W. Fonshill, III

Attorney-in-fact for  
Limited Partners

Melvin J. Baptie

STATE OF IDAHO )

On this 28<sup>th</sup> day of May, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Ira W. Ponshill, III, known to me to be the ~~General Partner~~ General Partner of Boise Geothermal Limited, and acknowledged to me that as such, he executed the above and foregoing document.

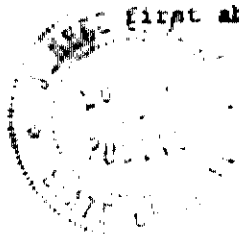
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO )

On this 28th day of May, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Melvin J. Baptie, known to me to be the General Partner of Boise Geothermal Limited, and acknowledged to me that as such, he executed the above and foregoing document.

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



*Lanea L Vaul*  
Notary Public for Idaho  
Residence: Boise, Idaho

STATE OF IDAHO )  
                  ) ss.  
County of Ada )

On this 28<sup>th</sup> day of May, 1981, before me,  
the undersigned, a Notary Public in and for said State, per-  
sonally appeared Melvin J. Baptie, known to me to  
be the person whose name is subscribed to the within instru-  
ment as the attorney-in-fact of the partnership  
and acknowledged to me that he subscribed the name of  
Melvin J. Baptie thereto as principal, and his own name  
as attorney-in-fact.

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

*Lanea L Vaul*  
Notary Public for Idaho  
Residence: Boise, Idaho

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