

RECEIVED

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP OF BOISE GEOTHERMAL LIMITED

SECRETARY OF STATE

The undersigned, desiring to amend the certificate of Limited Partnership of Boise Geothermal Limited originally filed with the Ada County Recorder on December 30, 1980 and filed with the Idaho Secretary of State's office on December 7, 1982 pursuant to Section 53-267 of the Idaho Limited Partnership Act, in the form of a copy of the certificate of limited partnership and all amendments thereto, certified by the Ada County Recorder, hereby make the following amendments to that certificate and state that the remainder of the certificate remains the same:

1. The name of the Limited Partnership is Boise Geothermal Limited, a Limited Partnership.

2. The character of the business of the Partnership is the exploration for, drilling for, developing and producing of geothermal resources.

3. The location of the principal place of business is 331 W. Idaho, Boise, Idaho, 83702. The registered agent for service of process required to be maintained by section 53-204, Idaho Code is either Melvin J. Baptie or Ira W. Fonshill, III, at 331 W. Idaho, Boise, Idaho 83702.

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

<u>Name</u>	<u>Place of Residence</u>	<u>Cash Contribution</u>
Ira W. Fonshill, III	200 Costin Boise, Idaho	\$10,300
Melvin J. Baptie	Boise, Idaho	\$10,300

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

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

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 or, if the City of Boise does not exercise said option and the Partnership's property is sold to a third party, 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 once the Limited Partners have received cash distributions to equal 100% of their investment, then after the return of 100% of the Limited Partners' investment, all cash distributions will be allocated 40% to the General Partners and 60% to the Limited Partners.

(b) If either of the conditions set forth in (a) above are satisfied during the five-year period commencing January 1, 1983, the distributions shall be allocated 33% to the General Partners and 67% to the Limited Partners during the remainder of such five-year period. At the end of such five-year period,

the allocation of distributions shall be as provided in such subpart (a). The Partners understand that this provision is intended to avoid the recapture, pursuant to Treasury Reg. §1.47-6, of Investment Tax Credit Allocated to the Limited Partners for Partnership taxable years ending on or before December 31, 1982.

13. The death, 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 elect in writing to continue the business of the Partnership in a reconstituted partnership consisting of the remaining Partners and under the terms and conditions set forth in the Partnership Agreement.

7th IN WITNESS WHEREOF, We have hereunto set our hands this day of December, 1982.

GENERAL PARTNERS

LIMITED PARTNERS

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

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

Melvin J. Baprie
Melvin J. Baprie

STATE OF IDAHO)
) ss.
County of Ada)

On this 7th day of December, 1982, 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.

Mary B. Bee
Notary Public for Idaho
Residing at: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this 7th day of December, 1982, 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.

Mary Bebee
Notary Public for Idaho
Residing at: Boise Idaho

STATE OF IDAHO)
) ss.
County of Ada)

On this 7th day of December, 1982, 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 as set forth in Exhibit "A" and acknowledged to me that he subscribed the name of the Limited Partners set forth in Exhibit "A" 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 Bebee
Notary Public for Idaho
Residing at: Boise, Idaho

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	\$158,067.00
Idaho Construction Company	c/o John H. Anderson Box 1808 Twin Falls, Idaho 83301	\$158,067.00
Jack W. Allred	Route #2 Box 2486 Burley, Idaho 83318	\$143,931.00
G & D Land Company	c/o David N. Capps P. O. Box 346 Twin Falls, Idaho 83301	\$ 79,200.00
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	\$152,000.00
Twin Falls Investment Company	666 Shoshone Twin Falls, Idaho 83301	\$251,364.00
Norman Lancaster	Route #5 Grandview Drive Twin Falls, Idaho 83301	\$ 25,000.00
Roy C. Gerhard	6125 Windstead Place Eoise, Idaho	\$ 60,000.00