



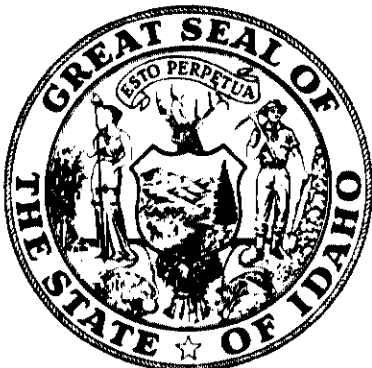
Department of State.

**CERTIFICATE OF REGISTRATION
OF
AFTON GENERATING COMPANY L.P.**

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of AFTON GENERATING COMPANY L.P. for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership 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 Registration to AFTON GENERATING COMPANY LIMITED PARTNERSHIP to transact business in this State under the name AFTON GENERATING COMPANY LIMITED PARTNERSHIP and attach hereto a duplicate original of the Application for Registration.

Dated **February 2, 1983**



Pete T. Cenarrusa

SECRETARY OF STATE

by: _____

**APPLICATION FOR REGISTRATION OF
FOREIGN LIMITED PARTNERSHIP**

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To the Secretary of State of the State of Idaho:

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

SECRETARY OF
STATE

1. The name of the limited partnership is AFTON GENERATING COMPANY L.P.
2. The name which it shall use in Idaho is AFTON GENERATING COMPANY LIMITED
PARTNERSHIP
3. It is organized under the laws of Delaware
4. The date of its formation is November 23, 1982
5. The address of its registered or principal office in the state or country under the laws of which it is organized is c/o United States Corporation Company
306 South State Street, Dover, Kent County, Delaware 19901
6. The name and street address of its proposed registered agent in Idaho are c/o United States Corporation Company, First Interstate Bank
Building, 700 West Idaho, Boise, Idaho 83701
7. The general character of the business it proposes to transact in Idaho is:
To sell firm energy and provide energy capacity from an
electrical generating facility located in Wyoming.
8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

Name	General or Limited	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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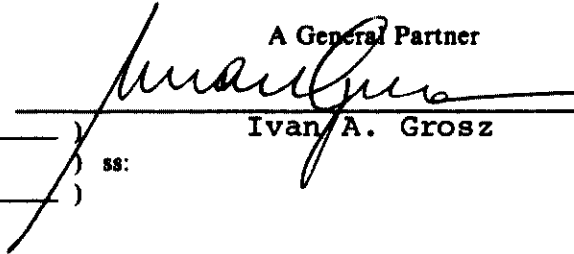
8. (Continued)

Name	General or Limited	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

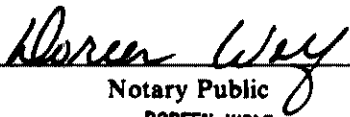
Dated January, 1983.

AFTON GENERATING COMPANY L.P.
By Cralin Venture Partners, a general partner
By IAG Corp.

By  A General Partner
STATE OF NEW YORK)
COUNTY OF NEW YORK) ss: Ivan A. Grosz

I, DOREEN WOLF, a notary public, do hereby certify that on this
31st day of January, 1983, personally appeared
before me IVAN A. GROSZ, who being by me first duly sworn,
President of IAG Corp., a general partner of Cralin Venture Partners,
declared that he is a general partner of AFTON GENERATING COMPANY L.P.

_____,
on behalf of
that he signed the foregoing document as a general partner of the limited partnership and that the state-
ments therein contained are true.


Notary Public
DOREEN WOLF
NOTARY PUBLIC, STATE OF NEW YORK
No. 01W04727060
Qualified in Queens County
Commission Expires March 30, 1984



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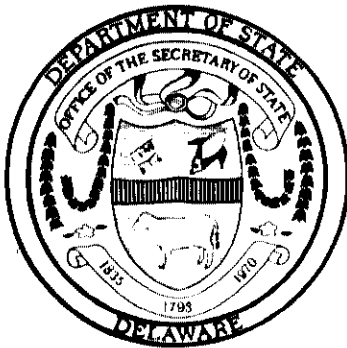
SECRETARY OF
STATE

State of DELAWARE



Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of Limited Partnership
filed in this office on November 23, 1982



Glenn C. Kenton

Glenn C. Kenton, Secretary of State

BY: *B. Akers*

January 24, 1983

DATE: _____

FILED

NOV 23 1982

Henry C. Kimbom
SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP
OF
AFTON GENERATING COMPANY L.P.

We, the undersigned, desiring to form a limited partnership pursuant to the Delaware Limited Partnership Act, do hereby certify that:

1. Name. The name of the partnership is
AFTON GENERATING COMPANY L.P.
(the "Partnership").
2. Character of the Business. The business of the Partnership is to construct and operate a wood-burning electrical generating facility to be located in Afton, Wyoming; to engage in all such transactions as are incidental to the foregoing; and to engage in and carry on all such other businesses and activities as may lawfully be conducted by a Delaware limited partnership.
3. Registered Delaware Office and Agent for Service of Process. The address of the Partnership's registered office in the State of Delaware is c/o United States Corporation Company, 306 South State Street, Dover, Kent County, Delaware 19901 and the name of the registered agent for service of process of the Partnership is United States Corporation Company.

4. Principal Place of Business. The principal place of business of the Partnership is located at 3500 One Union Square, Seattle, Washington 98101.

5. Name and Residence of Each Partner. The General Partners of the Partnership are Darrell Jones, an individual residing at 500 West Sammamish Parkway Northeast, Bellevue, Washington 98008, and Cralin Venture Partners, a partnership having its principal place of business at 220 East 51st Street, New York, New York 10022. The Limited Partner of the Partnership is Mitchell S. Fishman, who resides at 145 West 86th Street, New York, New York 10024.

6. Term. The term of the Partnership shall begin on the date this Certificate is filed by the Secretary of State of Delaware and shall continue until terminated (a) upon the death, bankruptcy, incapacity, removal, withdrawal or dissolution of a General Partner, unless the business of the Partnership is continued as provided in paragraph 14 hereof, (b) upon the written consent of the General Partners and of Limited Partners whose capital contributions in the aggregate exceed two-thirds of the aggregate capital contributions, and who constitute two-thirds in number of the Limited Partners, (c) upon the written consent of all of the Limited Partners, and (d) in any event, no later than December 1, 2022. The General Partner may be removed only for a material breach of a fiduciary duty owed to the Partner-

ship by a writing signed by Limited Partners whose capital contributions in the aggregate exceed three-quarters of the aggregate capital contributions (determined as of the end of the last fiscal year of the Partnership), and who constitute three-quarters in number of the Limited Partners.

7. Contributions of Limited Partners. The contribution of the Limited Partner to the Partnership is \$1.00. No Partner has agreed to contribute any property or services to the Partnership.

8. No Additional Contributions of Limited Partners. The Limited Partners will not be obligated to make additional capital contributions for any purpose.

9. Return of Contributions to Limited Partners. Except as provided in this paragraph 9, no Limited Partner is entitled to a return of his contribution prior to the dissolution or other termination of the Partnership. Within 90 days after the close of each fiscal year of the Partnership, the Partnership will distribute all of its available net income, less a reserve for the needs of the Partnership's business, as follows:

First, 95 percent to the Limited Partners and 5 percent to the General Partners until the total amount distributed for such fiscal year and all prior fiscal years is equal to the sum of (a) the Limited Partners Aggregate Capital Contributions and (b) the Limited Partners Aggregate Capital Contributions

multiplied by 0.052631579 (the "First Tier Recovery Amount");

Next, 80 percent to the Limited Partners and 20 percent to the General Partners until the total amount distributed for such fiscal year and all prior fiscal years is equal to the sum of (a) two times the Limited Partners Aggregate Capital Contributions, (b) the Limited Partners Aggregate Capital Contributions multiplied by 0.25 (the "Second Tier Recovery Amount") and (c) the First Tier Recovery Amount; and

Thereafter, any remaining balance, 60 percent to the Limited Partners and 40 percent to the General Partners.

The General Partners, at any time, may require any Limited Partner to withdraw and retire from the Partnership, upon no less than five days' prior written notice.

10. Share of Profits of Limited Partners. In each fiscal year of the Partnership, all items of net income and gain, if any, will be credited to the Limited Partners and to the General Partners as follows:

First, 95 percent to the Limited Partners and 5 percent to the General Partners until the excess of (a) the total amount of net income and gain credited to the capital accounts of the Partners in these proportions for such fiscal year and all prior fiscal years over (b) the total amount of net loss and loss charged to the capital accounts of the

Partners in the same proportions for all prior fiscal years is equal to the sum of the Limited Partners Aggregate Capital Contributions and the First Tier Recovery Amount;

Next, 80 percent to the Limited Partners and 20 percent to the General Partners until the excess of (a) the total amount of net income and gain credited to the capital accounts of the Partners in these proportions for such fiscal year and all prior fiscal years, over (b) the total amount of net loss and loss charged to the capital accounts of the Partners in the same proportions for all prior fiscal years is equal to the sum of the Limited Partners Aggregate Capital Contributions and the Second Tier Recovery Amount; and

Thereafter, 60 percent to the Limited Partners and 40 percent to the General Partners.

In each fiscal year of the Partnership, any amount credited to the Limited Partners as a class will be allocated among the capital accounts of the members of such class in proportion to their respective capital contributions.

11. No Right of Limited Partner to Assign. No Limited Partner has the right to sell, assign, pledge or otherwise encumber or dispose of all or any part of his interests in the Partnership (including any beneficial interest therein), except with the prior written consent of

the General Partners. In the event of the death or incapacity of a Limited Partner, his executor, administrator or other legal representative will succeed to his rights and obligations. No assignment or transfer of all or any part of the interest of a Limited Partner shall be binding upon the Partnership unless and until a duplicate original of such assignment or instrument of transfer, duly executed and acknowledged by the assignor or transferor, has been delivered to the Partnership. As conditions to the admission of any person as a substituted Limited Partner, the person to be admitted shall execute and acknowledge such instruments as the Managing General Partner of the Partnership may deem necessary or desirable to effectuate such admission, to confirm that the individual, legal representative, committee or other entity to be admitted as such Limited Partner has agreed to be bound by all the covenants, terms and conditions of the Partnership Agreement and to confirm that such person is suitable as an investor under applicable federal and state securities laws, and shall pay the costs and expenses in connection with such admission.

12. Right to Admit Additional Limited Partners.

Additional Limited Partners may be admitted to the Partnership upon written consent of the General Partners.

13. No Priority Among Limited Partners. No right is given to any Limited Partner to priority over any other Limited Partner with respect to any matter.

14. Continuation of Partnership by General Partner or Partners. In the event of the death, bankruptcy, incapacity, removal, withdrawal or dissolution of a General Partner, the business of the Partnership shall be continued if any remaining General Partner shall elect to do so or, if there is no remaining General Partner, the Limited Partners elect to continue the business of the Partnership and designate a new General Partner.

15. Right to Property Other Than Cash. The Limited Partners have no right to demand and receive property other than cash in return for their contributions.

IN WITNESS WHEREOF, the undersigned have executed this
certificate this 18th day of November, 1982.

GENERAL PARTNERS:



DARRELL JONES

CVG INC.

By _____

LIMITED PARTNER:

MITCHELL S. FISHMAN

STATE OF WASHINGTON

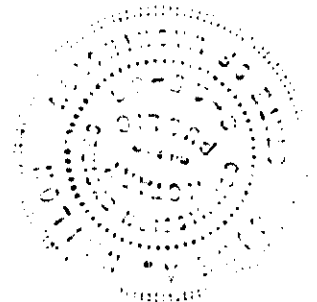
COUNTY OF KING

ss.

On this 18th day of November, 1982, before me, June Nailor, the undersigned notary public, personally appeared Darrell Jones, who resides at 500 West Sammamish Parkway Northeast, Bellevue, Washington 98008, to me known and known to me to be the person whose name is signed to the accompanying instrument, and acknowledged and swore that he executed the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

June Nailor
NOTARY PUBLIC



IN WITNESS WHEREOF, the undersigned have executed
this certificate this 22 day of November, 1982.

GENERAL PARTNERS:


DARRELL JONES

CVG, Inc.

By _____

LIMITED PARTNER:


MITCHELL S. FISHMAN


CRALIN VENTURE PARTNERS

By: IAG Corp., a general partner

By 

Ivan A. Grosz
President

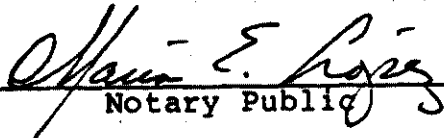
LIMITED PARTNER:


MITCHELL S. FISHMAN

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 22nd day of November, 1982, before me,
Mitchell S. Fishman, the undersigned notary public,
personally appeared Mitchell S. Fishman, who resides at
145 West 86th Street, New York, New York 10024, to me known
and known to me to be the person whose name is signed to the
accompanying instrument, and acknowledged and swore that he
executed the same for the uses and purposes therein set
forth.

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal.


Notary Public

MARIA E. LOPEZ
Notary Public, State of New York
No. 43 1688593
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1984

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this day of November, 1982, before me,
MARIA E. LOPEZ , the undersigned notary public,
personally appeared Ivan A. Grosz, who resides at
9 Cooper Road, Scarsdale, N.Y. , to
me known and known to me to be the President of IAG Corp.,
a general partner of Cralin Venture Partners, a general
partnership having its principal place of business at
220 East 51st Street, New York, New York 10022, and
acknowledged and swore that he, as such officer, being
authorized to do so, executed the accompanying instrument
for the purposes therein contained, by signing the name of
the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand
and official seal.


Notary Public

MARIA E. LOPEZ
Notary Public, State of New York
No. 42 1600603
Qualified in Richmond County
Certificate of Office in New York County
Commission Expires March 30, 1990