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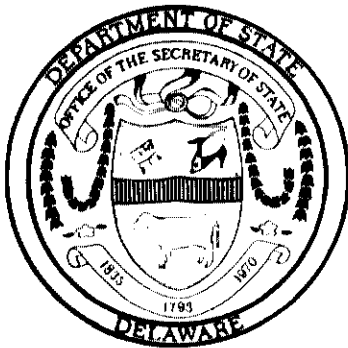
SECRETARY OF
STATE



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 Amendment to Limited Partnership
filed in this office on February 8, 1983.



Glenn C. Kenton

Glenn C. Kenton, Secretary of State

BY:

B. Akers

DATE:

February 25, 1983

FILED

FEB 8 1983

GAM

CERTIFICATE OF AMENDMENT

OF

Henry C. Kufon
SECRETARY OF STATE

CERTIFICATE OF LIMITED PARTNERSHIP

OF

AFTON GENERATING COMPANY L.P.

We, the undersigned, desiring to amend the Certificate of Limited Partnership of AFTON GENERATING COMPANY L.P. dated November 18, 1982 and filed in the office of the Secretary of State of the State of Delaware on November 23, 1982 under the laws of the State of Delaware, hereby certify that:

I. Those persons whose names are set forth in Schedule A annexed hereto are hereby admitted to the Partnership as Limited Partners.

II. The General Partners have elected to require Mitchell S. Fishman to withdraw from the Partnership as a Limited Partner and Mr. Fishman hereby withdraws from the Partnership as a Limited Partner.

III. The Partnership hereby elects to be bound by the provisions of Chapter 17, Title 6, Sections 17-101 through 17-1106 of the Delaware Code.

IV. The General Partners and the Limited Partners hereby agree and certify that the Certificate of Limited Partnership of the Partnership is hereby amended to read in its entirety as follows:

1. Name. The name of the partnership is
AFTON GENERATING COMPANY L.P.
(the "Partnership").

2. Nature 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 business and activities as may lawfully be conducted by a Delaware limited partnership.

3. Address of Registered Office and Name and Address of 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 and address of the registered agent for service of process of the Partnership is United States Corporation Company, 306 South State Street, Dover, Kent County, Delaware, 19901.

4. Name and Address of Each Partner. The general partners of the Partnership ("General Partners") 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 3500 One Union Square, Seattle, Washington 98101.

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The name and address of each limited partner of the Partnership ("Limited Partner") are set forth in Schedule A hereto and are incorporated herein by reference as though set forth herein in full.

5. Contributions of Each Partner. Cralin Venture Partners, a General Partner, has contributed a promissory note in the principal amount of \$21,667.10 to the Partnership and Darrell Jones, a General Partner, has contributed a promissory note in the principal amount of \$11,666.90 to the Partnership. Each such promissory note is payable on December 31, 1991 and bears interest at the rate of 9 percent per annum payable annually. The amount of cash and a description and statement of the agreed value of the other property or services contributed or agreed to be contributed to the Partnership by each of the Limited Partners is set forth in Schedule A hereto.

6. Additional Contributions. No Partner is obligated to make additional contributions to the Partnership.

7. Power of Limited Partner to Substitute an Assignee. Each Limited Partner has the power to grant the right to become a Limited Partner to an assignee of any part of his partnership interest, and 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), but in each case only 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 General Partners 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 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.

8. Withdrawal of Partner. No General Partner may withdraw from the Partnership without the prior written consent of Limited Partners whose contributions in the aggregate exceed two-thirds of the aggregate contributions and who constitute two-thirds in number of the Limited Partners. So

long as it is a General Partner, Cralin Venture Partners shall not be voluntarily dissolved without the consent of Limited Partners whose contributions in the aggregate exceed two-thirds of the aggregate contributions and who constitute two-thirds in number of the Limited Partners. There is no time at which or events on the happening of which a Limited Partner may withdraw from the Partnership prior to the termination thereof.

9. Right of Partners to Receive Distributions. The rights of the Partners to receive distributions, including cash, from the Partnership are as follows:

A. For any fiscal year of the Partnership, the available net income of the Partnership shall be the excess, if any, of (a) the net income and gain (other than gain realized upon the sale or other disposition of all or substantially all of the assets of the Partnership) of the Partnership for such fiscal year but (i) excluding therefrom any items of income accrued but not received during such fiscal year, (ii) adding thereto any amounts received during such fiscal year, but not accrued as income during such fiscal year, including any amounts withdrawn from a reserve fund established for the needs of the Partnership's business, and (iii) before deducting (x) depreciation or amortization of the cost of any property or assets of the Partnership or any other similar non-cash charges deducted in determining net income

and gain and (y) any items of expense accrued but not paid with respect to such fiscal year, over (b) all amounts paid (other than out of the proceeds of any refinancings, loans or capital contributions) by the Partnership during or with respect to such fiscal year on account of (i) the amortization or principal of, or previously accrued but unpaid interest on, any debts of the Partnership, (ii) any items of expense paid with respect to such fiscal year and accrued in a previous fiscal year, (iii) any items of expense paid during the current fiscal year and not accrued in such fiscal year or any previous fiscal year, and (iv) any amount added to the reserve fund described above.

B. 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 aggregate of the Limited Partners' contributions and (b) the aggregate of the Limited Partners' 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 aggregate of the Limited Partners' contributions, (b) the First Tier Recovery Amount and (c) the aggregate of the Limited Partners' contributions multiplied by 0.25; and

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

In each fiscal year of the Partnership, any amount distributed to the Limited Partners as a class or the General Partners as a class will be distributed among the members of each such class in proportion to their respective contributions.

10. Rights of Partners to Receive or of General Partners to Make Distributions to Partners which Include a Return of Partners' Contributions. Except as provided in Section 9, no Limited Partner is entitled to receive a distribution which includes a return of all or any part of his contribution prior to the termination of the Partnership.

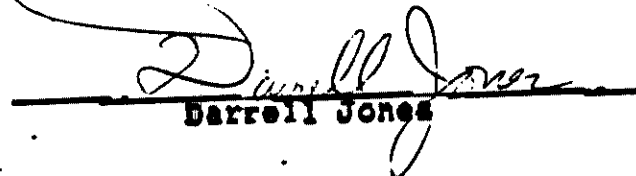
11. Dissolution and Termination. The Partnership shall be dissolved and terminated (a) (except as otherwise provided in Section 12 hereof) upon the death, bankruptcy, incapacity, removal, withdrawal or dissolution of a General Partner, (b) at any time, upon the written consent of the General Partners and of Limited Partners whose contributions

in the aggregate exceed two-thirds of the aggregate contributions and who constitute two-thirds in number of the Limited Partners, (c) at any time, upon the written consent of all of the Limited Partners and (d) in any event, no later than December 1, 2022. Upon termination, the Partnership shall wind up its affairs and shall be liquidated and a certificate of cancellation of the Partnership, as required by law, shall be filed.

12. 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 (a) within 90 days after the dissolution of Cralin Venture Partners as a result of the death, bankruptcy, incapacity or withdrawal of any partner thereof, the remaining partners thereof agree to continue its business as a partnership or, if there remains only one such partner, it consents to become a General Partner, (b) any remaining General Partner shall elect to continue the business of the Partnership or (c) if there is no remaining General Partner, the Limited Partners shall elect to continue the business of the Partnership and shall designate one or more persons (including, without limitation, any Limited Partner who consents thereto) to be the General Partner of the Partnership upon such terms and conditions as are consented to by all Partners (or their legal representatives or successors) whose interests would be adversely affected by such terms and conditions.

IN WITNESS WHEREOF, the undersigned has duly executed and
will file this certificate in accordance with Section 1725 of the
Delaware Limited Partnership Act this
4th day of February, 1983.

GENERAL PARTNERS:


Darrell Jones

CRALIN VENTURE PARTNERS

By: IAG Corp., a general partner

By: Ivan A. Grose, President

LIMITED PARTNERS:

The Persons Named on Schedule A
Hereto

By: CRALIN VENTURE PARTNERS
as Attorney-in-Fact for the
above-named Limited Partners
pursuant to individual
Limited Partner Signature
Pages and Powers of Attorney,
copies of which are annexed
hereto

By: IAG Corp., a general partner

By: Ivan A. Grose, President

WITHDRAWING LIMITED PARTNER:

Mitchell S. Fishman

IN WITNESS WHEREOF, the undersigned has duly executed and
 will file this certificate in accordance with Section 1725 of the
 Delaware Limited Partnership Act this
 4th day of February, 1983.

GENERAL PARTNERS:

 Darrell Jones

CRALIN VENTURE PARTNERS

By: IAG Corp., a general partner

By: 
 Ivan A. Grosz, President

LIMITED PARTNERS:

The Persons Named on Schedule A
 Hereto

By: CRALIN VENTURE PARTNERS
 as Attorney-in-Fact for the
 above-named Limited Partners
 pursuant to individual
 Limited Partner Signature
 Pages and Powers of Attorney,
 copies of which are annexed
 hereto

By: IAG Corp., a general partner

By: 
 Ivan A. Grosz, President

WITHDRAWING LIMITED PARTNER:

 Mitchell S. Fishman

IN WITNESS WHEREOF, the undersigned has duly executed and
 will file this certificate in accordance with Section 1725 of the
 Delaware Limited Partnership Act this
 4th day of February, 1983.

GENERAL PARTNERS:

Darrell Jones

CRALIN VENTURE PARTNERS

By: IAG Corp., a general partner

By: Ivan A. Grosz, President

LIMITED PARTNERS:

The Persons Named on Schedule A
 Hereto

By: CRALIN VENTURE PARTNERS
 as Attorney-in-Fact for the
 above-named Limited Partners
 pursuant to individual
 Limited Partner Signature
 Pages and Powers of Attorney,
 copies of which are annexed
 hereto

By: IAG Corp., a general partner

By: Ivan A. Grosz, President

WITHDRAWING LIMITED PARTNER:

Mitchell S. Fishman
 Mitchell S. Fishman

STATE OF WASHINGTON

COUNTY OF KING

)
)
ss.:
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On this 4th day of February, 1983, before me, Sandra
L. Wilson, 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.

Sandra L. Wilson
NOTARY PUBLIC
Residing at Redmond.

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

On, this 7th day of February, 1983, before me,
Emanuel J. Adler, the undersigned notary public,
personally appeared Ivan A. Grosz, who resides at
9 Cooper Road, Scarsdale, New York, 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 3500 One Union Square, Seattle,
Washington 98101, and acknowledged and swore that he, as
such officer, being authorized to do so, executed the accompa-
nying 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.

EMANUEL J. ADLER
Notary Public, State of New York
No. 41-4702425
Qualified in Queens County
Commission Expires March 30, 1984

Emanuel J. Adler

Notary Public

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

On this 4th day of February, 1983, before me,
Emanuel J. Adler, 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.

EMANUEL J. ADLER
Notary Public, State of New York
No. 41-4752425
Qualified in Queens County
Commission Expires March 30, 1984

Emanuel J. Adler

Notary Public

SCHEDULE A

<u>Name and Address of Limited Partner</u>	<u>Cash Contributed by Limited Partner</u>	<u>Principal Amount of Promissory Note Contributed by Limited Partner</u>
James F. Aylward 2125 1st Ave. Unit #1306 Seattle, Washington 98121	\$ 5,000	\$ 20,000
Bruce Bailey 1501 38th Ave. E. Seattle, Washington 98112	5,000	20,000
Thatcher Bailey Route 3, Box 227 Port Townsend, Washington 98368	5,000	20,000
BAMCO 2 c/o Breed, Abbott & Morgan 153 E. 53rd St. New York, N.Y. 10022 Attn. Mary F. Voce	35,000	140,000
BD&S Partnership 18206 240th NE Woodinville, Washington 98072	5,000	20,000
B-S Investment P.O. Box 1116 Tacoma, Washington 98401	5,000	20,000
John S. Cain 2470 Dexter Ave. N. Seattle, Washington 98109	20,000	80,000
Gerald Chasin 166-25 Powells Cove Boulevard Whitestone, New York 11357	2,500	10,000

<u>Name and Address of Limited Partner</u>	<u>Cash Contributed by Limited Partner</u>	<u>Principal Amount of Promissory Note Contributed by Limited Partner</u>
Stephen R. Clarke P.O. Box 4201 Wilmington, Delaware 19807	\$ 10,000	\$ 40,000
Donald L. Crooks 56 Carter Drive Basking Ridge, New Jersey 07920	2,500	10,000
Richard C. Cruver 10222 N.E. 52nd Kirkland, Washington 98033	10,000	40,000
John D. Durbin 4204 Hunts Point Rd. Bellevue, Washington 98004	20,000	80,000
Gregory & Juliette Engel 6839 W. Mercer Way Mercer Island, Washington 98040	13,000	52,000
Hugh S. Ferguson 1201 Evergreen Pt. Rd. Bellevue, Washington 98004	20,000	80,000
Richard Friedman 49 Fort Royal Isle Fort Lauderdale, Florida 33308	20,000	80,000
A.F. Giacco 4007 Springfield Lane, Greenville Wilmington, Delaware 19807	10,000	40,000

<u>Name and Address of Limited Partner</u>	<u>Cash Contributed by Limited Partner</u>	<u>Principal Amount of Promissory Note Contributed by Limited Partner</u>
Thomas J. Greenan 2900 One Union Square Seattle, Washington 98101	\$ 5,000	\$ 20,000
Lee & Elizabeth Gingrich 1730 No. Jackson Tacoma, Washington 98406	5,000	20,000
Max J. Gwertzman 151 Prospect Avenue Hackensack, New Jersey 07601	10,000	40,000
Richard W. Hannah 208 S. Dubois Ct. Vancouver, Washington 98661	10,000	\$ 40,000
Lawrence E. Hess 1201 Jerome Way Napa, California 94558	5,000	20,000
Edward T. Hilpert, Jr. 1620 43rd East Seattle, Washington 98112	5,000	20,000
James M. Hilton 2000 Washington Building Seattle, Washington 98101	10,000	40,000
Charles I. Hiltzheimer 300 Mendham Road Bernardsville, New Jersey 07924	10,000	40,000
H&V Associates 41623 222nd Ave. SE Enumclaw, Washington 98022	5,000	20,000

<u>Name and Address of Limited Partner</u>	<u>Cash Contributed by Limited Partner</u>	<u>Principal Amount of Promissory Note Contributed by Limited Partner</u>
Alan Irvine 7719 34th NE Seattle, Washington 98115	\$ 20,000	\$ 80,000
Terry R. Irvine 4912 14th Ave. NW Seattle, Washington 98107	10,000	40,000
N.L. Iverson Trust P.O. Box 99370 Tacoma, Washington 98499	5,000	20,000
Phillip L. Jordan 2216 38th Place East Seattle, Washington 98112	\$ 10,000	\$ 40,000
Robert L. and Phyllis G. Knapp 2 Owlswood Rd. Tiburon, California 94920	5,000	20,000
Howard Kristol 6 Tory Lane Scarsdale, New York 10583	5,000	20,000
Patrick and Roslyn Kwan 18020 57th Ave. NE Seattle, Washington 98155	25,000	--
Margaret MacLachlan 2815 Boylston E. Apt. 302 Seattle, Washington 98102	5,000	20,000
Jerome E. Mathews 1614 86th NE Bellevue, Washington 98004	20,000	80,000

<u>Name and Address of Limited Partner</u>	<u>Cash Contributed by Limited Partner</u>	<u>Principal Amount of Promissory Note Contributed by Limited Partner</u>
R. Donald McCroskey 3329 W. Laurelhurst Dr. N.E. Seattle, Washington 98105	\$ 10,000	\$ 40,000
Donald P. McKillop 14824 NE 185th Woodinville, Washington 98072	5,000	20,000
John W. McKinnon 7806 SE 27th Portland, Oregon 97202	20,000	80,000
Henry Minskoff 710 Park Avenue New York, New York 10021	20,000	80,000
Jerome Minskoff 2 East 67th St. New York, New York 10021	20,000	80,000
NARRO Investments 1001 SW 5th Ave. 1600 Orbanco Bldg. Portland, Oregon 97204	5,000	20,000
Stephen E. O'Neil 1220 Park Avenue New York, New York 10028	20,000	80,000
James B. Owens 8520 NE 15th St. Bellevue, Washington 98004	20,000	80,000

<u>Name and Address of Limited Partner</u>	<u>Cash Contributed by Limited Partner</u>	<u>Principal Amount of Promissory Note Contributed by Limited Partner</u>
James W. Power 10029 NE 17th Bellevue, Washington 98004	\$ 5,000	\$ 20,000
James L. Rose 2115 Kolo Place Wailuku, Hawaii 96793	10,000	40,000
Joseph W. Russel 13242 NE 40th St. Bellevue, Washington 98005	10,000	40,000
Lawrence J. Saffer 70 E. 10th St. 11-R New York, New York 10003	20,000	80,000
Richard S. Saville 900 Cowichan Laconner, Washington 98257	\$ 5,000	\$ 20,000
Susan Schnelwar 46 Carriage Lane Roslyn Heights, New York 11577	20,000	80,000
Jon P. Schweitzer 23 East 10th St. New York, New York 10003	20,000	80,000
Gerald B. Seiff 4358 257th Pl. SE Issaquah, Washington 98027	5,000	20,000
Colin B. & Phyllis S. Sillers 15615 SE 44th Pl. Bellevue, Washington 98006	2,500	10,000

<u>Name and Address of Limited Partner</u>	<u>Cash Contributed by Limited Partner</u>	<u>Principal Amount of Promissory Note Contributed by Limited Partner</u>
Brien Stafford 5490 132nd NE Bellevue, Washington 98005	\$ 20,000	\$ 80,000
Mary Patricia Tebb 8311-104 St. N.W. Gig Harbor, Washington 98335	5,000	20,000
Frederick W. Thiele 18542 Springdale Ct. N.W. Seattle, Washington 98177	5,000	20,000
F. Theodore & Gretchen K. Thomsen 707-94th Avenue SE Bellevue, Washington 98004	10,000	\$ 40,000
Venture '82 3701 S. Norfolk Seattle, Washington 98118	20,000	80,000
Wayne A. & Rose Marie Wagner 6738 SW Bancroft Way Portland, Oregon 97225	5,000	20,000
Frederic S. Weiss 1600 Park Place Seattle, Washington 98101	10,000	40,000
Robert A. Westlake 4212 228th St. SE Bothell, Washington 98011	5,000	20,000

<u>Name and Address of Limited Partner</u>	<u>Cash Contributed by Limited Partner</u>	<u>Principal Amount of Promissory Note Contributed by Limited Partner</u>
Loy S. Weston 3-5-15 Roppongi Minatoku, Tokyo, JAPAN	\$ 50,000	\$ --
Michael H. Whims 5921 Seward Park S Seattle, Washington 98118	2,500	10,000
WVC Associates 10251 Marine View Dr. SW Seattle, Washington 98146	10,000	40,000
Gary K. Wohrle 3340 NE 38th St. Fort Lauderdale, Florida 33308	2,000	8,000