

File No. 35213

CERTIFICATE
OF
LIMITED PARTNERSHIP
OF
VULCAN THERMAL POWER COMPANY

The undersigned, desiring to form a Limited Partnership pursuant to the laws of the State of Nevada, do hereby agree and certify as follows;

I.

NAME

The name of the partnership is VULCAN THERMAL POWER COMPANY.

II.

CHARACTER OF THE BUSINESS

The partnership is organized for the purpose of exploring for, developing, selling, dealing in, processing and utilizing in every way, natural steam, geothermal energy, water, gas, natural resources, mines and minerals, under and in connection with an agreement or agreements to be made with Magma Power Company relating to lands in the Counties of Eureka and Lander in the State of Nevada. The partners recognize that this business, in the United States, is quite new and highly speculative.

III.

OFFICE

The principal place of business of the partnership shall be 150 North Center Street, Reno, Nevada, or such other location within or without the State of Nevada as the General Partner may designate from time to time.

IV.

NAMES AND ADDRESSES OF THE PARTNERS

(a) The name and address of the General Partner is

VULCAN POWER COMPANY, a
Nevada Corporation

150 North Center Street
Reno, Nevada

(b) The names and addresses of the Limited Partners are listed in Schedule "A" annexed hereto and made a part hereof.

V.

TERM

The term of this Limited Partnership shall be deemed to be commenced as of October 25, 1960, and shall continue so long as it appears economically feasible to continue to explore for or produce commercial quantities of geothermal energy from the properties in which the partnership has some interest; provided, however, that this partnership may be sooner terminated as prescribed in this instrument; and provided further that in no event shall the term of the partnership extend beyond December 31, 1970.

VI.

CONTRIBUTIONS BY PARTNERS

The initial capital of the partnership shall be \$80,000.00 in cash contributed by the Limited Partners in the amounts as set forth opposite their respective names in Schedule "A" annexed hereto.

VII.

ADDITIONAL CONTRIBUTIONS

The Limited Partners shall not be required to make any additional contributions to the partnership. When and if additional financing is necessary, the General Partner shall have the right to secure such financing in such manner or under such plan as it, in its exclusive judgment, determines to be in the best interests of the partnership. Such plan of financing may consist of calling upon all partners, General and Limited, to make additional contributions in proportion to their respective interests in the profits of the partnership, or failing so to do to suffer an appropriate proportionate reduction of their respective interests in the partnership assets and profits. However, neither the General Partner nor any Limited Partner will be permitted any preference or greater interest in the partnership or profits thereof over and above the original interest therein of any other partner or partners unless all partners are first offered the opportunity to make such additional contributions and thereby to participate in such financing plan in proportion to their respective interests or such part thereof as they may desire, and if any existing partner elects not to participate, as aforesaid, in such financing plan, to the extent of his proportionate interest in the partnership and profits thereof, then the remaining partners, General and Limited, desiring so to do shall have the right to participate in such financing plan, on any equal basis, in lieu of such non-participating partner as to all or part of such non-participating partner's required contribution before any additional limited partner shall be admitted into the partnership.

VIII.

RETURN OF PARTNERS' CONTRIBUTIONS

The contribution of the General and Limited Partners shall not be subject to withdrawal or return at any time; provided that upon dissolution of the partnership the partners shall share in distribution of the assets as described in Paragraph XIV hereof.

IX.

DIVISION OF PROFITS AND LOSSES

(a) The partners, General and Limited, shall participate in and be entitled to the profits of the partnership in the following proportions:

(1) Twenty-five Percent (25%) thereof to the General Partner.

(2) Seventy-five Percent (75%) thereof to the Limited Partners, each Limited Partner to be entitled to the proportion thereof which his total capital contribution bears to the total capital contributions of all Limited Partners.

(b) All losses, costs and expenses of the partnership, including those commonly described as intangible drilling and development costs, and exploratory and development mining costs, suffered or incurred by the partnership shall be charged against all partners, General and Limited, in the proportions which their respective capital accounts bear to the total capital accounts of all partners, General and Limited.

X.
ASSIGNMENT BY LIMITED PARTNERS
AND RIGHT OF SUBSTITUTION

No Limited Partner shall have the right to assign his interest in the partnership in whole or in part without the written consent of the General Partner so to do; provided that any person, persons, partnership, unincorporated association or corporation succeeding to the interest, in whole or in part, of any Limited Partner by reason of such partner's death or incompetency, and their respective subsequent distributees, shall be deemed to be an assignee of such Limited Partner but not a Limited Partner except as provided in Paragraph XI hereof.

XI.
ADDITIONAL LIMITED PARTNERS

Additional Limited Partners may be admitted to the partnership at any time by the General Partner, provided that in such event the interest of the partnership and in the profits and losses of the partnership owned, held or reserved by the existing Limited Partners and the then existing rights of any such Limited Partner under this agreement shall not in any way, except as and subject to the provisions of Paragraph VII hereof, be altered, reduced or limited by virtue of the admission of such additional Limited Partner or Partners.

XII.
MANAGEMENT

The General Partner shall have the exclusive management and control of the business and operations of the partnership and none of the Limited Partners shall take any part therein. It is understood and recognized by all of the partners that in performing its functions hereunder, the General Partner does not and shall not be required to act, or be deemed to act, in any way as a representative of, or in a representative capacity for, the Limited Partners. It is understood and agreed that the General Partner has derived no rights or powers from the Limited Partners.

The General Partner shall at all times devote the assets of the partnership to the purposes of the partnership and it shall not loan the funds of the partnership to any person, firm or corporation, nor cause the partnership to become a guarantor, surety or endorser except as may be required in connection with the business and operations of the partnership.

The General Partner shall have no liability whatsoever to the Limited Partners for the return of their contributions, or any part thereof, or for any act made or done or any omission on the part of the General Partner in good faith in connection with the conduct of the business and operations of the partnership. The General Partner shall not be personally liable to any Limited Partner for any loans made to the partnership, any Limited Partner making any loans to the partnership being required to look solely to the partnership assets for the repayment thereof.

The General Partner is authorized to borrow funds for the use of the partnership and in connection therewith to pledge or hypothecate any asset of the partnership and to allocate any royalty interest or leasehold interest or interest in profits for the repayment of such loan or loans.

The General Partner shall at all times have the right to engage in its individual and separate business, affairs and activities, and it shall not be required to devote any specific amount of time to the business and operations of the partnership but shall devote such time as it deems in good faith necessary and proper for the conduct of the partnership business.

The General Partner shall be entitled to draw upon the partnership assets and income for any and all reasonable geological, legal, accounting and clerical expenses, and for all disbursements connected with the business of the partnership. The General Partner shall not be paid any compensation for its services as such General Partner, except its percentage of participation in the profits of the partnership.

XIII.
BOOKS, RECORDS AND DISTRIBUTION
OF PROFITS

The partnership books shall be maintained at the principal office of the partnership or at the office of the accountant or accountants employed by the partnership, and each partner and his designated representative shall at all reasonable times have access thereto. The books of the partnership shall be audited annually by a certified public accountant or accountants or by a public accountant or accountants selected by the General Partner. Copies of all federal and state partnership returns of income shall be furnished to each of the partners.

All net income and profits of the partnership shall be distributed to the partners in accordance with their respective percentages of participation in the profits of the partnership at such times as shall be determined by the General Partner; provided, however, that if net income or profits are available for distribution, they shall be distributed to the partners, as aforesaid, no less frequently than every three (3) months.

XIV.
DISSOLUTION

The partnership shall be terminated and dissolved, (a) upon the expiration of its term as specified in Paragraph V hereof, or (b) at the election of the General Partner and of Limited Partners entitled to one-half or more of the total participation in the profits of the partnership by all Limited Partners.

Except as herein provided, no Limited Partner shall have the right to cause the partnership to be dissolved, or to take action in law or in equity to cause said partnership to

be dissolved. No Limited Partner shall petition for or cause the appointment of a receiver or other officer of Court or representative of creditors in connection with or for the purpose of dissolution of the partnership. In the event any Limited Partner shall violate any of the provisions hereof, the partnership interest of such person, at the option of any or all of the other partners, General and Limited, who shall exercise such option, in writing, shall vest forthwith in such remaining partners who shall exercise such option, in the proportions that the percentages of participation in the profits of the partnership of such partners exercising such option bear to the total of the percentages of participation in profits of all partners exercising such option, subject to the payment in cash, by such partners exercising such option to such Limited Partner who shall have violated the provisions hereof, of the value of the interest of such Limited Partner in the partnership. If such value can be ascertained by agreement, said payment shall be made within sixty (60) days after the exercise of such option, and if the value of said interest cannot be ascertained by agreement, then such value shall be as determined by the average value fixed by two independent appraisers appointed by the partnership, and payment therefor shall be made within sixty (60) days after such determination by such independent appraisal. The aforesaid option shall be exercised by notice in writing given to the violating Limited Partner, addressed to his last address as it appears on the partnership records, which said notice shall be given within twenty (20) days after the partnership shall have been informed of any such action taken by such Limited Partner in violation hereof.

In the event of the termination and dissolution of the partnership as herein provided, its liabilities shall be paid in the order provided by law. After the payment or discharge of all of the known debts and liabilities of the partnership, all assets and properties of the partnership then remaining shall be distributed in kind to the General Partner and to the Limited Partners in the proportions which the said partners then share in the profits of the partnership. All properties or assets consisting of interests in lands, leases, royalties or contractual rights, so distributed shall be distributed in undivided interests to the partners, and all such properties and assets and all other properties and assets so distributed shall be distributed subject to any and all agreements theretofore made and entered into by the partnership with respect thereto and subject to such liabilities or obligations of the partnership applicable thereto or remaining unpaid or unperformed. No Limited Partner shall be entitled to any return of contribution or contributions except as provided for in this Paragraph XIV, and all partners shall look solely to the assets of the partnership for the return of their respective contributions in the manner as herein provided. If the assets remaining after the payment or discharge of the debts and liabilities of the partnership are insufficient to return the capital contributions of the Limited Partners, none of them shall have any recourse against the General Partner or against any other partner for that purpose.

XV.

LIMIT OF LIABILITY OF
LIMITED PARTNERS

The Limited Partners shall not be liable for any of the obligations or debts of the partnership, except to the extent of the cash and/or other property contributed by them as provided for in this instrument.

XVI.

MISCELLANEOUS

(1) This agreement may be amended from time to time by instrument in writing executed by all of the partners.

(2) Notices of any party hereto shall be in writing and may be given by delivering the same in person or by sending the same by mail, telegram or by other established means of communication to the last mailing address of such party as set forth in the partnership records. Notices shall be deemed to have been received by any party hereto when the same are actually delivered in person to such party, and notices not delivered in person shall be conclusively presumed to have been delivered, allowing due time for transmittal and delivery, if sent to such person's mailing address by registered or certified mail, return receipt requested, or by telegram. Any party may change his mailing address for the purposes hereof by giving written notice of such change to the General Partner.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the 25th day of October, 1960.

GENERAL PARTNER:

VULCAN POWER COMPANY, a
Nevada corporation

By R. T. Burnham
President

By G.H. Langford
Secretary

(Corporate Seal)

LIMITED PARTNERS:

A. Smith White

Virgil H. Koch

W. O. Anderson

J. I. Anderson

Fred B. Smales

R. A. Rowan & Co.

By Robert A. Rowan

John W. Weddle

Arthur E. Reich

Robert A. Rowan

George D. Rowan

Louis R. Rowan

Carlton F. Thomas

Carolyn P. Rowan

Mendocino Investment Company,
By Harry W. Falk, Jr. President
By L. A. Johnson Secretary

(Corporate Seal)

Gilbert E. DurandCharles J. ThorntonRussell T. BurnhamG. H. Langford
Timber Conversion Co.By W. Robt. Brown- Treasurer(Corporate
Seal)

SCHEDULE "A"

Name and Address	Initial Contribution To the Partnership	Percentage of Participation in the Profits of the Part- nership Initially Allocated to all Limited Partners
RUSSELL T. BURNHAM 319 North Central Avenue Glendale 3, California	\$10,000.00	12.500 %
G. H. LANGFORD 4 Crest Road Lafayette, California	10,000.00	12.500 %
FRED B. SMALES 2040 Skyline Drive Fullerton, California	7,500.00	9.375 %
R. A. ROWAN & CO. 458 South Spring Street Los Angeles 13, California	5,000.00	6.250 %
GILBERT E. DURAND 6445 Fleet Street Los Angeles 22, California	5,000.00	6.250 %
CHARLES J. THORNTON 52 Wall Street New York 5, New York	5,000.00	6.250 %
MENDOCINO INVESTMENT COMPANY P. O. Box 540 Ukiah, California	5,000.00	6.250 %
TIMBER CONVERSION CO. 3136 East Washington Boulevard Los Angeles 23, California	5,000.00	6.250 %
VIRGIL H. KOCH 319 North Central Avenue Glendale 3, California	4,000.00	5.000 %
A. SMITH WHITE 309 West Myrtle Street Glendale 3, California	3,000.00	3.750 %
JOHN W. WEDDLE 7615 East Florence Avenue Downey, California	3,000.00	3.750 %
ROBERT A. ROWAN 458 South Spring Street Los Angeles 13, California	3,000.00	3.750 %
W. O. ANDERSON 2244 Beverly Boulevard Los Angeles 24, California	2,500.00	3.125 %
J. I. ANDERSON 2244 Beverly Boulevard Los Angeles 24, California	2,500.00	3.125 %
ARTHUR E. REICH 2500 West Sixth Street Los Angeles 5, California	2,500.00	3.125 %
GEORGE D. ROWAN 458 South Spring Street Los Angeles 13, California	2,500.00	3.125 %
CAROLYN P. ROWAN 458 South Spring Street Los Angeles 13, California	2,500.00	3.125 %
LOUIS R. ROWAN 458 South Spring Street Los Angeles 13, California	1,000.00	1.250 %
CARLTON F. THOMAS 458 South Spring Street Los Angeles 13, California	1,000.00	1.250 %

STATE OF CALIFORNIA)
) SS.
 COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 10th day of November, 1960, personally appeared before me, a Notary Public in and for the said County and State, RUSSELL T. BURNHAM, known to me to be the President, and GEORGE H. LANGFORD, known to me to be the Secretary, of VULCAN POWER COMPANY, the Corporation that executed the foregoing instrument, and upon oath, did depose that they are the officers of said corporation as above designated; that they are acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS My hand and official seal.

(Notarial Seal)

C. M. Delay
 Notary Public in and for said County
 and State.
 My Commission Expires March 22, 1963.

STATE OF CALIFORNIA)
) SS.
 COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 25th day of October, 1960, personally appeared before me, a Notary Public in and for the said County and State, Robert A. Rowan and Carolyn P. Rowan known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that he (they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS My hand and official seal.

(Notarial Seal)

Marian Pascarella
 Notary Public in and for said County and State.
 My Commission Expires Feb. 10, 1961.

STATE OF CALIFORNIA)
) SS.
 COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 25th day of October, 1960, personally appeared before me, a Notary Public in and for the said County and State George D. Rowan and Carlton F. Thomas, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that he (they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS My hand and official Seal.

(Notarial Seal)

Marian Pascarella
 Notary Public in and for said County and State.
 My Commission Expires Feb. 10, 1961.

STATE OF CALIFORNIA)
) SS.
 COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 25th day of October, 1960, personally appeared before me, a Notary Public in and for the said County and State Louis R. Rowan, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that he (they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS My hand and official seal.

(Notarial Seal)

Marian Pascarella
 Notary Public in and for said County and State.
 My Commission Expires Feb. 10, 1961.

STATE OF CALIFORNIA)
) SS.
 COUNTY OF LOSANGELES)

BE IT REMEMBERED That on the 31 day of October, 1960, personally appeared before me, a Notary Public in and for the said County and State Fred B. Smales, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that he(they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Notarial Seal)

Ralph B. Williams
 Notary Public in and for said County and State.
 My Commission Expires April 9, 1961

STATE OF CALIFORNIA)
) SS.
 COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 26th day of October, 1960, personally appeared before me, a Notary Public in and for the said County and State, ROBERT A. ROWAN; known to me to be the Chairman of the Board of R. A. ROWAN & CO., the Corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signature to said instrument was made by the officer of said corporation as indicated after said signature; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS My hand and official seal.

(Notarial Seal)

Marian Pascarella
Notary Public in and for said County and State.
My Commission Expires Feb. 10, 1961.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MENDOCINO)

BE IT REMEMBERED That on the 7th day of November, 1960, personally appeared before me, a Notary Public in and for the said County and State, HARRY W. FALK, JR, known to me to be the President, and RUSSELL A. JOHNSON, known to me to be the Secretary, of MENDOCINO INVESTMENT COMPANY, the Corporation that executed the foregoing instrument, and upon oath, did depose that they are the officers of said corporation as above designated; that they are acquainted with the seal of said corporation, and that the seal fixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Notarial Seal)

Eleanor Morris
Notary Public in and for said County and State.
My Commission Expires: Sept. 18, 1964.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 14 day of December, 1960, personally appeared before me, a Notary Public in and for the said County and State, W. O. ANDERSON and J. I. ANDERSON, known to me to be the persons described in and who executed the foregoing Instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Notarial Seal)

Joseph W. Aidlin
Notary Public in and for said County and State.
My Commission Expires March 14, 1964

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 25th day of October, 1960, personally appeared before me, a Notary Public in and for the said County and State, RUSSELL T. BURNHAM and G. H. LANGFORD, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

(Notarial Seal)

C. M. DeLay
Notary Public in and for said County and State.
My Commission Expires March 22, 1963

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 14th day of December, 1960, before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. ROBT. BROWN, known to me to be the Treasurer and Authorized Officer of TIMBER CONVERSION CO., the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its Board of directors.

WITNESS my hand and official seal.

(Notarial Seal)

Joseph W. Aidlin
Notary Public in and for said County and State.
My Commission Expires March 14, 1964.

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 20th day of December, 1960, personally appeared before me, a Notary Public in and for the said County and State, GILBERT E. DURAND, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS My hand and official seal.

(Notarial Seal)

G. Rob't Silliman
Notary Public in and for said County and State.
My Commission Expires Aug. 9, 1963.

STATE OF NEW YORK)
) SS.
 COUNTY OF NEW YORK)

BE IT REMEMBERED That on the 22nd day of November, 1960, personally appeared before me, a Notary Public in and for the said County and State Charles J. Thornton, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that he (they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS My hand and official seal.

Edward I. Koch
 Notary Public in and for said County and State.
 Notary Public, State of New York
 No. 31-2161925 Qual. in N. Y. County
 Commission Expires March 30, 1961.

STATE OF CALIFORNIA)
) SS.
 COUNTY OF LOS ANGELES)

BE IT REMEMBERED That on the 25th day of October, 1960, personally appeared before me, a Notary Public in and for the said County and State, Virgil H. Koch, A. Smith White and John W. Weddle known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS My hand and official seal.

(Notarial Seal)

C. M. DeLay
 Notary Public in and for said County and State
 My Commission Expires March 22, 1963.

STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES
 (SS)

BE IT REMEMBERED That on the 25th day of October, 1960, personally appeared before me, a Notary Public in and for said County and State, A. E. Reich, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that they executed same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal.

(Notarial Seal)

Ann Sanchez
 Notary Public in and for said County and State.
 My Commission Expires May 30, 1964.

STATE OF NEVADA)
) SS.
 COUNTY OF WASHOE)

I, Delle B. Boyd County Recorder, in and for Washoe County, State of Nevada, do hereby certify that the foregoing is a full, true and correct copy of the record of Certificate of Limited Partnership of Vulcan Thermal Power Company
 Dated October 25, 1960.

Recorded January 17, 1961.

Volume Document No. 331326 of Bonds & Agreements Page Records of Washoe County, State of Nevada.

In witness whereof I have hereunto set my hand and affixed my official seal, at my office in the City of Reno, County of Washoe, State of Nevada, this 19th day of January, A.D., 1961.

(Official Seal)

Delle B. Boyd
 County Recorder, Washoe County, State of Nevada
 By Carolyn Foster
 Deputy Recorder

Recorded at the request of Guild, Busey & Guild January 24, A.D., 1961 At 50 minutes past 2 P. M.

Willis A. DePaoli - Recorder.