

State of Idaho

Department of State

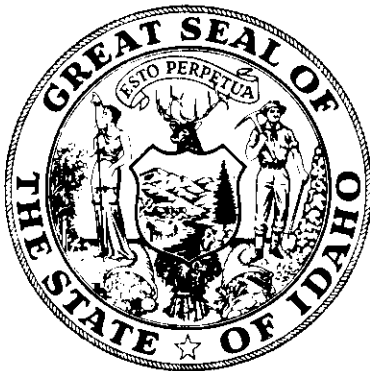
CERTIFICATE OF MERGER OR CONSOLIDATION

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho hereby certify that duplicate originals of Articles of Merger of NORTHWEST TELCO, INC., an Idaho corporation,

into NORTHWEST TELECOMMUNICATIONS CO., INC., a Washington corporation, duly signed and verified pursuant to the provisions of the Idaho Business Corporation 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 merger, and attach hereto a duplicate original of the Articles of Merger.

Dated January 3, 19 89.



Pete T. Cenarrusa
SECRETARY OF STATE

Ann J. Clark
Corporation Clerk

ARTICLES OF MERGER

TO: The Secretary of State of the State of Idaho; and
 The Secretary of State of the State of Washington.

99 JAN 6 09 9 01

The undersigned corporations, pursuant to Corporations laws of the states of Idaho and Washington, hereby execute in quintuplicate the following Articles of Merger:

1. The Plan and Agreement of Merger is attached hereto and by this reference incorporated herein.

2. The Agreement has been unanimously adopted by the Directors of Northwest Telecommunications Co., Inc., a Washington corporation, and Northwest Telco, Inc., an Idaho corporation.

3. As to each of the undersigned corporations, the number of shares outstanding and the designation and number of outstanding shares of each class entitled to vote as a class on such plan, are as follows:

Name of Corporation	No. of Shares Outstanding	<u>Entitled to Vote as a Class</u>	
		Designation of Class	Number of Shares
Northwest Telecommunications Co., Inc. (a Washington corporation)	5,000,000	Common	5,000,000
Northwest Telco, Inc. (an Idaho corporation)	25,000	Common	25,000

4. As to each of the undersigned corporations, the total number of shares voted for and against such plan:

Name of Corporation	Shares Voted "For"	Shares Voted "Against"
Northwest Telecommunications Co., Inc. (a Washington Corporation)	5,000,000	-0-
Northwest Telco, Inc. (an Idaho corporation)	25,000	-0-

Dated: December 28, 1988.

NORTHWEST TELECOMMUNICATIONS CO., INC.

By Luke G. Williams
 Luke G. Williams, Pres.

NORTHWEST TELCO, INC.

By Luke G. Williams
 Luke G. Williams, President

By Ethel M. Schuerman
 Ethel M. Schuerman, Asst. Sec.

By Brenda L. Bruce
 Brenda L. Bruce, Secretary

STATE OF WASHINGTON)
) ss.
 County of Spokane)

Luke G. Williams, President, and Ethel M. Schuerman, Assistant Secretary, being first duly sworn, on oath, depose and say:

That they are the President and Assistant Secretary of Northwest Telecommunications Co., Inc., respectively; that they have read the above and foregoing Articles of Merger, know the contents thereof and believe the

same to be true.

Luke G. Williams
Luke G. Williams

Ethel M. Schuerman
Ethel M. Schuerman

Subscribed and sworn to before me this 26th day of December, 1988.

Audrey J. Paduta
Notary Public in and for the State of
Washington, residing at Spokane

STATE OF WASHINGTON)
) ss.
County of Spokane)

Luke G. Williams, President, and Brenda L. Bruce, Secretary, being first duly sworn, on oath, depose and say:

That they are the President and Secretary of Northwest Telco, Inc.; that they have read the above and foregoing Articles of Merger, know the contents thereof and believe the same to be true.

Luke G. Williams
Luke G. Williams

Brenda L. Bruce
Brenda L. Bruce

Subscribed and sworn to before me this 28th day of December, 1988.

Audrey J. Paduta
Notary Public in and for the State of
Washington, residing at Spokane

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (the "Agreement") is entered into as of this ____ day of December, 1988, by and between NORTHWEST TELECOMMUNICATIONS CO., INC. a Washington corporation (hereinafter sometimes referred to as "NWT" or "Surviving Corporation") and NORTHWEST TELCO, INC., an Idaho corporation (hereinafter sometimes referred to as "Northwest").

WITNESSETH

WHEREAS, NWT is a corporation duly organized and validly existing under the laws of the state of Washington and has, and will have as of the Effective Time (hereinafter defined), authorized capital stock consisting of 10,000,000 shares of common stock having no par value ("NWT Common Stock") of which at the present time there are 5,000,000 shares of common stock issued and outstanding; and

WHEREAS, Northwest is a corporation duly organized and validly existing under the laws of the state of Idaho and has, and will have as of the Effective Time, authorized capital stock consisting of 25,000 shares of Common Stock, \$1.00 par value per share ("Northwest Common Stock"), of which no more than 25,000 shares are and will be as of the Effective Time, issued and outstanding; and

WHEREAS, the Boards of Directors of NWT and Northwest have adopted resolutions declaring advisable the proposed merger of Northwest into NWT upon the terms and conditions hereinafter set forth and the Boards of Directors of NWT and Northwest have by resolution adopted and approved this Plan and Agreement of Merger and both such Boards of Directors have directed that the Agreement be submitted to the shareholders of Northwest at a meeting called for the purpose of taking the same under consideration, and to the shareholders of NWT at a meeting called for the purpose of taking the same under consideration, all in accordance with the applicable statutes of the states of Washington and Idaho.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained and pursuant to the applicable statutes of Washington and Idaho, NWT and Northwest hereby agree that Northwest shall be merged into NWT in the manner herein contemplated, as follows:

ARTICLE I
THE MERGER

1.1 Merger. Subject to the conditions hereinafter set forth, at the Effective Time, as defined in Section 4.2 hereof, Northwest shall be merged with and into NWT, which shall be the surviving corporation, and NWT at such time shall merge Northwest with and into NWT. The corporate existence of NWT, with all its purposes, powers, and objects shall continue unaffected and unimpaired by the merger, and NWT, as it shall be constituted after the Effective Time, is herein called the "Surviving Corporation." The separate corporate existence of Northwest shall cease at the Effective Time, and thereupon Northwest and NWT shall be a single corporation which shall be NWT, which shall continue to be a Washington corporation subject to and governed by the laws of the State of Washington.

1.2 Rights and Property of Surviving Corporation. From and after the Effective Time, NWT, as the Surviving Corporation, shall continue to possess all of the rights, privileges, powers, franchises and licenses and all of the interests in and to every type of property (real, personal and mixed) and choses in action possessed by NWT immediately prior to the Effective Time and without further act or deed shall succeed to and possess all of the rights, privileges, powers, franchises and licenses and all of the interests in and to every type of property (real, personal and mixed) and choses in action possessed by Northwest immediately prior to the Effective Time, in the same manner and to the same extent as if such rights, privileges, powers, franchises, licenses and interests were held or enjoyed by NWT immediately prior to the Effective Time.

1.3 Liabilities and Obligations of Surviving Corporation. From and after the Effective Time, NWT, as the Surviving Corporation, shall continue to be subject to all of the debts, liabilities, restrictions, disabilities and duties to which NWT was subject immediately prior to the Effective Time and shall be and become subject to all of the debts, liabilities, restrictions, disabilities and duties to which Northwest was subject immediately prior to the Effective Time in the same manner as if NWT had itself incurred them. All rights of creditors and liens upon any of the property of Northwest shall be preserved unimpaired; provided, however that any such liens upon the property Northwest shall be limited to the property subject to such liens immediately prior to the Effective Time.

1.4 Further Actions. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any further assignment, assurances in law or any other things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property or right of Northwest acquired or to be acquired by reason of, or as a result of, the merger, Northwest and its proper officers and directors will execute and deliver all such proper deeds, assignments and assurances required by law and do all things necessary and proper to vest, perfect or confirm title to such property or right in the Surviving Corporation and otherwise to carry out the intent and purposes of this Agreement, and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Northwest or otherwise to take any and all such actions.

ARTICLE II

ARTICLES OF INCORPORATION; BYLAWS;

BOARD OF DIRECTORS: OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of NWT as in effect at the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until the same shall be amended as provided by law.

2.2 By-Laws. The By-Laws of NWT as in effect at the Effective Time shall be the By-Laws of the Surviving Corporation until the same shall thereafter be altered, amended or repealed in accordance with the law, the Articles of Incorporation of the Surviving Corporation and said By-Laws.

2.3 Directors. From and after the Effective Time, the directors of NWT shall continue to serve as the directors of the Surviving Corporation, each to serve until his or her respective successor shall have been duly elected and qualified.

2.4 Officers. From and after the Effective Time, the officers of NWT shall continue to serve as the officers of the Surviving Corporation, each to serve until his or her successor shall have been elected or appointed and qualified.

ARTICLE III
CONVERSION OF SHARES

3.1 Conversion of Shares. Each share of Common Stock of Northwest outstanding immediately prior to the Effective Time, and each share of Common Stock of Northwest held by Northwest as Treasury Stock immediately prior to the Effective time, shall thereupon automatically and without any further act on the part of the holders thereof, be converted at the Effective Time into and become $133 \frac{1}{3}$ shares of Common Stock of the Surviving Corporation; provided, however, that no certificates representing fractional shares of Common Stock of the Surviving Corporation shall be issued in such exchange. The number of shares of NWT into which each share of Northwest shall be converted may be amended based upon the value that the net assets of Northwest bears to the value of the net assets of the Surviving Corporation at December 31, 1988. The Surviving Corporation shall purchase for cash any such resulting fractional shares on the basis of the

fair value thereof as of the day prior to the date on which the vote is taken approving the Merger, as determined by the Board of Directors of the surviving Corporation in its sole discretion.

3.2 Exchange of Certificates. After the Effective Time, holders of shares of Northwest Common Stock shall promptly surrender them to NWT, or its duly appointed transfer agent, in such a manner as NWT shall legally require. Upon receipt of said share certificates NWT shall issue in exchange therefor a certificate or certificates for shares of NWT Common Stock representing the number of shares of such stock to which such holder shall be entitled as hereinabove set forth.

3.3 Shares Acquired from Dissenting Shareholders. Shares of Common Stock of Northwest, if any, acquired upon payment therefore to dissenting shareholders of Northwest pursuant to the Idaho Business Corporation Act shall be cancelled.

ARTICLE IV CONSUMMATION OF MERGER

4.1 Filing of Merger Documents. Subject to the terms and conditions hereof, as soon as practicable, but in no event more than 3 business days after the approval by shareholders of Northwest and the approval by shareholders of NWT referred to in Section 4.3 hereof, NWT and Northwest shall execute and file all such certificates and other documents relating to the merger as are required to be filed under the laws of the states of Washington and Idaho to effectuate the merger (the "Merger Documents"), and shall promptly take all such other action necessary to effectuate the merger.

4.2 Effective Time. The merger shall become effective upon the last to occur of: (1) the filing of the Articles of Merger with the Secretary of State of Idaho with respect to the merger; and (ii) the filing of the Articles of Merger with the the Secretary of State of Washington with respect to the merger (the "Effective Time").

4.3 Required Vote. The vote for approval of the principal terms of the merger contemplated by this Agreement by the shareholders of Northwest and NWT shall be approval by vote of the holders of at least two-thirds of the issued and outstanding shares of stock of each company.

4.4 Termination. This Agreement may be terminated by either party at any time prior to the filing of the Articles of Merger with the Secretary of State of the states of Washington and Idaho, notwithstanding prior approval by the shareholders of either or both Northwest and NWT.

The filing of Articles of Merger with the Secretary of State of the states of Washington and Idaho shall render ineffective any later attempt to terminate this Agreement and shall constitute conclusive evidence that the right to terminate this Agreement expired unexercised.

4.5 Modification of Amendment of Agreement. At any time prior to the Effective time, the parties hereto may, by written agreement approved by their respective Boards of Directors, amend, modify or waive compliance with any of the condition, covenants or provisions of this Agreement.

ARTICLE V
MISCELLANEOUS

5.1 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all of which collectively shall constitute but one and the same instrument.

5.2 Headings. The headings of the Articles and Sections of this Agreement are inserted for convenience of reference and are not intended and shall not be considered for any purpose in construing this Agreement.


5.3 Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the state of Washington.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NORTHWEST TELECOMMUNICATIONS CO., INC. NORTHWEST TELCO, INC.

A Washington corporation,

An Idaho corporation,


_____, President


_____, President