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CERTIFICATE AND AGREEMENT
OF LIMITED PARTNERSHIP
OF
EXEC-U-CALL OF SPOKANE LIMITED PARTNERSHIP
(an Idaho Limited Partnership)

SEP 17 4 54 PM '85
SECRETARY OF STATE

This agreement of limited partnership of EXEC-U-CALL SPOKANE LIMITED PARTNERSHIP, (hereinafter referred to as the "Agreement"), entered into among NORTHWEST TELCO, INC., an Idaho Corporation, C. PAUL MUNSON, RICHARD KINDALL and FRED L. SCOTT, (hereinafter sometimes referred to as the "General Partners" and each sometimes referred to as a "General Partner", and each of those persons who execute a counterpart hereof as a limited partner and whose name appears as a limited partner on Exhibit "A", attached hereto and incorporated herein for all purposes (such persons, together with such persons who may hereafter be substituted as limited partners pursuant hereto, being hereinafter sometimes referred to individually as a "Limited Partner" or collectively as the "Limited Partners").

ARTICLE I

Formation of Partnership and Organization Certificates

1.1. Formation. The General Partners and the Limited Partners (hereinafter sometimes referred to collectively as the "Partners," or each individually as a "Partner") hereby associate themselves in the formation of a limited partnership (hereinafter referred to as the "Partnership") pursuant to the provisions of the Idaho Uniform Limited Partnership Act (hereinafter, as from time to time amended, referred to as the "Act"). Except as expressly provided herein to the contrary, the rights and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Act.

1.2. Filings. The Partners agree and obligate themselves to execute, upon request, all certificates, amended certificates or other documents and to make such filings and recordings and to perform such other acts as shall be necessary to constitute compliance with the laws of the State of Idaho for the formation (and thereafter good standing) of a limited partnership under the Act. The parties hereto further agree and obligate themselves to execute such amendatory certificates or other documents and to do such filings and recordings and such other acts as shall constitute compliance with the laws of the State of Idaho to reflect and record:

(a) the substitution of an assignee as a limited partner where such substitution is permitted under this Agreement;

(b) amendment of this Agreement when authorized as herein provided; or

(c) the termination of the Partnership pursuant to the provisions hereof.

1.3. Power of Attorney. Each Limited Partner, by his execution hereof, constitutes and appoints the General Partners (as hereinafter defined), with full power of substitution, as his agent and attorney-in-fact for the purposes and in the manner and under the terms of Article XVI hereof.

ARTICLE II

Certain Definitions

When used in this Agreement, the following terms shall have the meaning assigned to them in this Article II:

2.1. "Capital Contribution" means the total amount of money or the agreed fair market value of other property (other than any promissory notes) initially contributed to the Partnership by the partners or any one Partner, as the case may be (or the predecessor holders of the Interest of such Partners or Partner).

2.2. "Code" means the Internal Revenue Code of 1954, as amended.

2.3. "Effective Date" is the date of filing of this Certificate and Agreement of Limited Partnership with the Secretary of State of the State of Idaho.

2.4. "Interest" means the entire ownership interest of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which a Partner may be entitled as provided in this Agreement, together with the obligation of such Partner to comply with all the terms and provisions of this Agreement.

2.5. "Majority-in-Interest" of the Limited Partners means, at any time relevant herein, Limited Partners whose Interests at such time collectively constitute at least fifty-one percent (51%) of the interest in profits of the Partnership held by all Limited Partners at such time.

2.6 "Managing Partner" means that General Partner designated by the General Partners to be responsible for the daily management and administration of the Partnership, as provided in Section 8.6.

2.7 "Payout Status" shall exist during any period that the sum of the amounts distributed in cash or property by the Partnership to the Limited Partners pursuant to Sections 7.1, 7.2 and 14.2 equals the amount of the aggregate Capital Contributions of the Limited Partners to the Partnership, all to such date. For purposes of determining Payout Status, allocations shall be deemed to have been made as of the end of the calendar year to which they relate and distributions made during the first 90 days of a calendar year shall be deemed to have been made on the last day of the preceding calendar year.

2.8 "Termination Sale" means any sale or other disposition of the Project occurring immediately prior to, and resulting in, the dissolution and termination of the Partnership.

2.9 "Classified Limited Partner" means a Limited Partner in all respects in the Partnership; provided, however, that the rights to profits, losses and distributions are subordinated to the rights of the other Limited Partners as specifically designated in the appropriate paragraphs.

ARTICLE III

Partnership Name, Offices and Term

3.1 Partnership Name. The name of the Partnership is and the business of the Partnership will be conducted as "Exec-u-call of Spokane Limited Partnership", or such other name as the General Partners may select.

3.2 Offices and Agent. The principal office and place of business of the Partnership shall be 7259 Franklin Road, Boise, Idaho 83709. The Partnership may have such additional offices and places of business as may be established at such other locations as from time to time determined by the Managing Partner. Notification of any such change in the Partnership's place of business and principal office shall be given to all Partners. The registered agent at 7259 Franklin Road, Boise, Idaho, is Northwest Telco, Inc., an Idaho corporation.

3.3 Term. The Partnership will become effective on the date the Partnership's certificate of limited partnership was filed with the Secretary of State of Idaho and shall continue, subject to the terms and provisions of this Agreement,

until the close of business on December 31, 2019, unless sooner dissolved pursuant to other provisions of this Agreement or by applicable law.

3.4. Organizational Limited Partner. In order to create the Partnership under the laws of the State of Idaho, the Managing Partner has accepted a subscription in the amount of \$100.00 from the Organizational Limited Partner for Limited Partner's Interest. At such time as the Managing Partner has accepted additional subscriptions for Limited Partner's Interests, the Limited Partnership Interest of the Organizational Limited Partner shall be terminated and any amounts contributed by him to the Partnership shall be refunded and the Interest of the Organizational Limited Partner as such shall be terminated. All of any interest or other profit which may have resulted from the investment or other use of such amount paid by the Organizational Limited Partner to the Partnership shall also be returned to the Organizational Limited Partner.

ARTICLE IV

Purpose

The purpose and character of the business of the Partnership is providing long distance telecommunications services, terrestrial or satellite, to customers in the Spokane, Washington customer area, and to engage in any other activities related or incidental thereto. In connection therewith, the Partnership may, without limitation, borrow funds, issue evidences of indebtedness, create liens, security interests or other encumbrances on any of its assets, until invested in business assets, and temporarily invest all or a part of its capital contributions and other funds in short term highly liquid investments with appropriate safety of principal.

ARTICLE V

Capital Contributions of the Partners

5.1. General Partners. The General Partners have contributed to the Partnership as their Capital Contributions any and all information, plans, rights with respect to the Communications Service Agreement with Morrison-Knudsen Technologies, Inc., agreements for consulting and operations, and all information, plans and other data acquired with respect to developing the business opportunity. The General Partners shall have a present and continuing ownership in the Partnership as

provided in this Agreement. Due to the nature of the contributions to the Partnership, the General Partners will have a zero or minimal balance in their capital accounts.

5.2. Limited Partners. The General Partners are authorized to admit Limited Partners until such time as an aggregate of 75% of Partnership Interest has been issued to Limited Partners and Classified Limited Partners. Each Limited Partner's name, interest and the amount of his Capital Contribution is set forth on Exhibit "A" attached hereto.

The General Partners are authorized to admit Classified Limited Partners among the limited partners in consideration for intangible assets contributed to the Partnership. Each Classified Limited Partner's name, interest and nature of his Capital Contribution is set forth on Exhibit "A" attached hereto. The Classified Limited Partner shall have a present and continuing ownership in the Partnership as provided in this Agreement. Due to the nature of the contribution to the Partnership, the Classified Limited Partners will have a zero or minimum balance in their respective Capital Account.

5.3. Capital Accounts. A capital account shall be established for each Partner which shall consist of the cash amount or agreed fair market value of such Partner's Capital Contribution increased by (a) the cash amount or agreed fair market value of any additional capital contributions made by such Partner to the Partnership pursuant to this Agreement, (b) all Partnership net Income allocated to such Partner pursuant to Article VI and as reflected on the Partnership's federal income tax return and decreased by (a) the cash amount or fair market value of all distributions of cash or property made to such Partner pursuant to this Agreement, (b) all Partnership Net Losses allocated to such Partner pursuant to Article VI and as reflected on the Partnership's federal income tax returns.

5.4. Transfer of Capital Accounts. Any person, including any assignee of a Partner, who shall acquire an interest or whose Interest is increased by reason of a transfer to him of all or any part of the Interest of a Partner shall succeed to the capital account, or portion thereof, in respect of the Interest received.

5.5. Limitations on Contributions. No Limited Partner shall be required to make any capital contribution to the Partnership other than as specifically provided for in Section 5.2.

5.6. Interest. The Partners shall receive no interest on their capital contributions.

5.7. Additional Capital.

a. If the General Partner determines that the Partnership needs additional capital to meet its obligations and carry out the business and purposes of the Partnership, the General Partner may (i) borrow all or part of such additional capital, (ii) contribute or, subject to applicable securities laws, permit a third party to contribute all or part of such additional capital and correspondingly dilute prorata all existing partners' ownership interests, (iii) subject to applicable securities laws, give the Limited Partners the opportunity to contribute all or part of such additional contributions, or (iv) combine any of the above-described methods of obtaining financing as the General Partner may determine in its sole discretion.

b. If the General Partner requests additional capital contributions from the Limited Partners, each Limited Partner shall be given the opportunity to contribute in cash to the Partnership an amount equal to his share of such additional capital (which shall be the amount of such additional capital multiplied by the Limited Partner's ownership interest). The contributions by the Limited Partners shall be made within thirty (30) days after written notice by the General Partner to the Limited Partners of the amount due.

c. If all Limited Partners contribute or agree to contribute their share of the additional capital the General Partner shall accept such contributions. If less than all Limited Partners contribute or agree to contribute their share of additional capital, the General Partner may: (i) accept such contributions and subject to applicable securities laws, permit itself, other General Partner affiliates, other Limited Partners or a third party to contribute the balance of the additional contributions that the Limited Partners have elected not to contribute, in which event such contributor shall become a Limited Partner in the Partnership, the ownership interest of the noncontributing Limited Partners shall be reduced so that they equal the ratio of their total contributions to the Partnership under sections 5.2 and 5.3 to the total contributions to the Partnership of all Limited Partners under sections 5.2 and 5.3, and the ownership interest of the contributor shall be increased by an amount equal to the reduction in the ownership interests of the noncontributing Limited Partners, (ii) cause the Partnership to borrow an amount equal to the balance of the additional contribution that the Limited Partners have elected not to contribute, in which event the debt service payments with respect to such loan shall be made out of funds that would otherwise be distributed to the noncontributing Limited Partners under Article VII (assuming for purposes of determining a non-contributing Limited Partner's share of distributions under

Article VII that he had made the additional contribution); or (iii) not accept the contribution of additional capital by the Limited Partners and return such contributions to them, in which event the General Partner may change its decision that the Partnership requires additional contributions at that time or may obtain financing from other sources.

ARTICLE VI

Partnership Allocations

6.1. Determination of Profit and Loss. At the end of each fiscal year of the Partnership and at the end of such intervening periods as the Managing Partner may select, all Partnership income and losses shall be determined with respect to the Interest of each Partner for the accounting period then ended. These items so determined and allocated in accordance with the provisions hereof shall be credited or debited, as the case may be, to the capital account of such Partner. The determination so made with respect to such Partner shall constitute for such accounting period such Partner's share of the Partnership's income and loss.

6.2. Operations. Partnership income and loss from operations for any fiscal year (or part thereof), shall be allocated to the Limited Partners, as a group, and the General Partners, as a group, in the following manner:

(a) Before Payout. Partnership Net Income and Net Loss arising from operations each fiscal year or part thereof, after the Effective Date and before Payout Status shall be allocated ninety percent (90%) to the Limited Partners, five percent (5%) to the General Partners, and five percent (5%) to the Classified Limited Partners.

(b) After Payout. Partnership Net Income and Net Loss arising from operations each fiscal year, or part thereof, after Payout Status shall be allocated forty percent (40%) to the Limited Partners, twenty-five percent (25%) to the General Partners, and thirty-five percent (35%) to the Classified Limited Partners.

6.4. Dissolution and Termination. All Net Income and Net Losses of the Partnership from any Termination Sale and/or from the dissolution and termination of the Partnership shall, before adjustment to the capital accounts of the Partners to reflect distributions and amounts available for distribution pursuant to Section 14.2, be allocated in the following manner in each of the situations described below:

(a) in the event both groups have negative balances in their capital accounts, the Net Income or the Net Losses shall be allocated first to make the net balance of the aggregate capital accounts of the Limited Partners equal forty percent (40%) of, the net balance of the aggregate capital accounts of the Classified Limited Partners equal thirty-five percent (35%) and the net balance of the aggregate capital accounts of the General Partners equal twenty-five percent (25%) of, the sum obtained by adding together the aggregate capital account balances of the three groups; and thereafter, the remainder of the Net Income or the Net Losses shall be allocated forty percent (40%) to the Limited Partners, thirty-five percent (35%) to the Classified Limited Partners and twenty-five percent (25%) to the General Partners.

(b) in the event the net balance of the aggregate capital accounts of one or more groups is negative and the net balance of the aggregate capital accounts of other group(s) is zero or positive:

(1) the Net Income shall be allocated first to the group(s) with the negative balance until the net balance of the aggregate capital accounts of such group(s) is the percentage allocated to such group(s) in the preceding paragraph 6.4(a) and thereafter the remainder of the Net Income shall be allocated forty percent (40%) to the Limited Partners, thirty-five percent (35%) to the Classified Limited Partners and twenty-five percent (25%) to the General Partners;

(2) the Net Losses shall be allocated first to the group with the net zero or positive balance until the net balance of the aggregate capital accounts of the Limited Partners equals forty percent (40%) of, the net balance of the aggregate capital accounts of the Classified Limited Partners equals thirty-five percent (35%) of, and the net balance of the aggregate capital accounts of the General Partners equals twenty-five percent (25%) of, the sum obtained by adding together the aggregate capital account balances of the three groups; and thereafter, the remainder of the Net Losses shall be allocated forty percent (40%) to the Limited Partners, thirty-five percent (35%) to the Classified Limited Partners and twenty-five percent (25%) to the General Partners.

(c) in the event both groups have positive or zero balances in their capital accounts, the Net Income or the Net Losses shall be allocated first to make the net balance of the aggregate capital accounts of the Limited Partners equal forty percent (40%) of, and the net balance of the aggregate capital account of the Classified Limited Partners equals

thirty-five percent (35%) of, and the net balance of the aggregate capital accounts of the General Partners equal twenty-five percent (25%) of, the sum obtained by adding together the aggregate capital account balances of the three groups; and thereafter, the remainder of the Net Income or the Net Losses shall be allocated forty percent (40%) to the Limited Partners, thirty-five (35%) to the Classified Limited Partners and twenty-five percent (25%) to the General Partners.

6.5. Sharing of Items Collectively Allocated. Subject to the provisions of Section 5.8, and subject to the subordination of the rights of Classified Limited Partners before pay-out status, any Partnership Net Income and net Losses allocated collectively to the Limited Partners, as a group, in accordance with the provisions herein shall be divided between such Limited Partners in the ratio which the Capital Contribution of each Limited Partner bears to the total Capital Contributions of all Limited Partners. Any Partnership Net Income, Net Losses, and gross income or deductions allocated collectively to the General Partners and/or the Classified Limited Partners, as a group, in accordance with the provisions of this Agreement shall be divided between such General Partners and Classified Limited Partners in the ratio of their respective Partnership Interest as set forth on Exhibit "A".

6.6. Transfer of Interest. All items of Net Income, Net Loss, gross income, deduction or credit of the Partnership from operations (as distinguished from sales or other dispositions of Partnership assets) allocable to any Interest which may have been transferred during such year shall be allocated between the transferor and the transferee based upon that portion of the particular calendar year during which each was recognized as owning such Interest (in accordance with Section 10.4), without regard to the results of Partnership operations during particular portions of the calendar year and without regard to whether cash distributions were made to the transferor or transferee during such calendar year. All items of net Income or Net Loss of the Partnership arising from a Sale or Refinancing or in connection with a Termination Sale and/or from the dissolution and termination of the Partnership shall be allocated to the Partners recognized as the holders of Interests for this purpose as of the effective date of such transaction in accordance with Section 10.4.

6.7. Loss Limit. Notwithstanding any provisions to the contrary, losses allocated to Limited Partners or Classified Limited Partners shall not exceed the respective basis of such Partner, with any such remaining losses, if any, allocated to the individual General Partners.

ARTICLE VII

Distributions

7.1. Distributions of Cash. After providing for the satisfaction of any current debts and obligations of the Partnership and the establishment of a reasonable reserve for Partnership operations, the Managing Partner shall, as soon as practicable after the end of each calendar quarter, make distributions of cash to the Partners out of the Partnership funds resulting from operations to the extent available, in the following manner:

(a) Before Payout. Prior to Payout Status, cash shall be distributed ninety percent (90%) to the Limited Partners, five percent (5%) to the Classified Limited Partners and five percent (5%) to the General Partners.

(b) After Payout. After Payout Status, cash shall be distributed forty percent (40%) to the Limited Partners, twenty-five percent (25%) to the General Partners, and thirty-five percent (35%) to the Classified Limited Partners.

7.2. Collective Distributions. Any amounts to be collectively distributed to the Limited Partners or the Classified Limited Partners, as a group, or to the General Partners, as a group, in accordance with Sections 7.1 and 7.2 herein shall be divided within each such group, respectively, in the same manner as provided in Section 6.5 with regard to collective allocations made to such groups.

7.3. Transfer of Interest. All Sale Proceeds and any proceeds to be distributed in connection with the dissolution and termination of the Partnership in accordance with Section 14.2 shall be distributed to the Persons recognized as the holders of Interests for this purpose as of the effective date of such transaction, in accordance with Section 10.4.

7.4. Property Distributions. No Partner shall be entitled to demand and receive property other than cash in return for his or its capital contributions to the Partnership. However, if any assets of the Partnership are distributed in-kind such assets (based upon whatever reasonable method of valuation the General Partners shall determine) shall be distributed to the Partners entitled thereto as tenants-in-common in the same proportions in which such Partners would have been entitled to cash distributions.

ARTICLE VIII

Rights, Powers and Duties of the General Partners

8.1. Management and Control of the Partnership. The General Partners, within the authority granted to them under this Agreement, shall have the exclusive right to manage the business of the Partnership. No Limited Partner shall participate in or have any control over the Partnership business or shall have any authority or right to act for or bind the Partnership. The Limited Partners hereby consent to the exercise by the General Partners of the powers conferred on them by this Agreement. All decisions hereunder to be made by the General Partners shall be made by a vote of the majority of interest of the General Partners.

8.2. Authority of the General Partners. Except to the extent otherwise provided herein, the General Partners for, and in the name and on behalf of, the Partnership are hereby specifically authorized:

(a) to cause the development of the business to be completed;

(b) to operate, maintain, finance, improve, sell, convey, assign, mortgage or lease and to cause to have constructed, any real estate or improvements and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(c) to execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the ownership, management, maintenance and operation of the Partnership property;

(d) to borrow money and issue evidences of indebtedness necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and to secure the same by mortgage, pledge or other lien on any Partnership property or other assets of the Partnership;

(e) to execute, in furtherance of any or all of the purposes of the Partnership, any deed, lease, mortgage, mortgage note, bill of sale, contract or other instrument purporting to convey or encumber the real or personal property of the Partnership;

(f) to prepay in whole or in part, refinance, increase, modify or extend any mortgages affecting any Partnership property and in connection therewith to execute any extensions or renewals of mortgages on any of such Partnership property;

(g) to engage in any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a limited partnership under the laws of the State of Idaho;

(h) to establish reserves for working capital and for taxes, insurance, debt service, repairs, replacements or renewals, or other costs and expenses incident to the construction, ownership or operation of the business and other Partnership property and for other such purposes as the General Partners may determine and shall maintain such other reserves in such amounts as the General Partners deem appropriate under the circumstances from time to time; and

(i) to have the Partnership's expenses billed directly to and paid by the Partnership and to receive reimbursement from the Partnership, from any available funds for any and all reasonable costs and expenses incurred and paid by the General Partners for the account of the Partnership.

8.3. Sale of the Project. The General Partners shall have no power to contract to sell, exchange or otherwise dispose of all or substantially all of the business of the Partnership, except in accordance with the following rules:

(a) Each unit owned by an investing Limited Partner shall have one (1) eligible vote. The General Partners in the aggregate shall have twenty-five votes, and the Classified Limited Partners shall have thirty-five votes, all of said votes being proportionate to the percentage of profit allocations during Pay Out Status.

(b) Eighty percent (80%) of the eligible votes at the time of voting is necessary to authorize a contract to sell, exchange, or otherwise dispose of all or substantially all of the business assets.

(c) The transfer of any Limited Partner's Interest or General Partner's Interest carries with it the right to vote under the terms of this Section 8.3. If a Partner's Interest is transferred to several transferees, the right to vote to which such Interest is entitled may be fractionalized, giving each transferee the ability to exercise his proportionate part of the right to vote. If an Interest is transferred to the Partnership, the Partnership shall exercise control of the right to vote under rules similar to those described in Section 8.1, regarding decisions making by the General Partners.

8.4. Liability of the General Partners. The General Partners shall perform the duties contemplated by this Agreement in a good and efficient manner and in accordance with good business practices. The General Partners shall not be liable, responsible or accountable in damages or otherwise to the Limited Partners, or any one or more of them, for any act performed by the General Partners or their employees or for any nonaction or failure to act within the scope of the authority conferred on the General Partners by this Agreement or because of the misrepresentation of any Limited Partner hereunder or of the failure of any of the Limited Partners to perform their obligations under this Agreement. The General Partners and their employees shall be indemnified and held harmless by the Partnership from and against all claims, demands, liabilities, causes of action, costs and damages of any nature whatsoever arising out of or incidental to the General Partners or their employees taking any action under this Agreement, whether or not arising out of the negligence of the General Partners or of their employees; provided, however, that the General Partners or any employee of the General Partners shall not be entitled to indemnification for (a) a matter entirely unrelated to the General Partners acting under the provisions hereof; (b) the gross negligence, willful misconduct, gross malfeasance of the General Partners or any employee thereof or (c) the breach by the General Partners of their obligations under this Agreement. Without limiting the generality of the foregoing, it is expressly agreed that the General Partners shall not be personally liable for the return of the capital or any other contribution of the Limited Partners or any portion thereof, but, to the contrary, that such return shall be made solely from Partnership assets.

8.5. Restraints on General Partners. The General Partners shall devote to the Partnership such time as may be necessary for the proper performance of their duties hereunder, but the General Partners shall not be expected to devote their full time to the performance of such duties. Participation in the Partnership shall not in any way act as a restraint on the other present or future business activities or investments of the General Partners or any employee of the General Partners whether or not such activities are competitive with the business of the Partnership. As a result of this Agreement the General Partners or any employee of the General Partners shall not, under any circumstances, be obligated or bound to offer or present to the Partnership or any of the other Partners any business opportunity presented or offered to them or the Partnership as a prerequisite to the acquisition of or investment in such business opportunity by the General Partners (or any affiliates thereof) for their account or the account of others.

8.6. Managing Partner. The powers, rights, duties, obligations and authority conferred upon the General Partners

hereunder shall be deemed conferred on each of them and either may act alone in exercising such rights, powers or authority, or in performing such duties or obligations. In order to simplify the operations of the Partnership, the General Partners hereby designate Northwest Telco, Inc. to act in the capacity of Managing Partner. In the event of the inability, refusal or failure of Northwest Telco, Inc. to act as Managing Partner, the General Partners may designate another General Partner to act as Managing Partner of the Partnership. In so designating the Managing Partner, the General Partners hereby delegate the responsibility for day-to-day management and ministerial acts of the Partnership to said Managing Partner.

8.7. Compensation of General Partners.

(a) The partnership shall reimburse the General Partners for all costs incurred, including legal and accounting, in the formation of the Partnership and the offering of the investment participation by the Limited Partners.

(b) The General Partners shall also be paid commissions of 10% for selling the investment participation, and for any expenses incurred for the benefit of and incurred in the administration of the business of the Partnership.

(c) At any time, and from time to time, the General Partners may loan such funds to the Partnership, at the prevailing rate of interest and for a reasonable term, as the General Partners shall deem necessary or advisable for the proper and effective conduct of the business of the Partnership.

(d) The General Partners shall receive a fee for managing the business of the Partnership on an annual basis in the amount of \$60,000 per year. The fee shall be paid on a monthly basis, provided however, monthly fees due Douglas Cleveland for consulting purposes shall be paid from this fee during the first 12 months.

8.8. Withdrawal of General Partners. A General Partner may not voluntarily retire or withdraw from the Partnership, except only with the consent of all other Partners.

ARTICLE IX

Rights and Obligations of Limited Partners

9.1. No Participation in Management. No Limited Partner shall take part in the management or control of the Partnership's business, transact any business in the Partnership's name

or have the power to sign documents for or otherwise bind the Partnership.

9.2. Limitation on Liability. Except to the extent set forth in the Act, no Limited Partner shall be personally liable for losses or debts of the Partnership.

9.3. Return of Capital. No Limited Partner shall be entitled to the withdrawal or return of his capital contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon the dissolution of the Partnership may be considered as such by law. No unrepaid capital contribution shall be deemed to be a liability of the Partnership or of any Partner. No Limited Partner shall be required to contribute or loan any money or property to the Partnership to remove any deficit in such Limited Partner's capital account or to enable the Partnership to return any Partner's capital contribution. No Limited Partner shall have priority over any other Partner either as to the return of capital contributions or as to profits, losses or distributions, except as herein provided with respect to Classified Limited Partners.

9.4. Restraints on the Limited Partner. Participation in the Partnership shall not in any way act as a restraint on other present or future business activities or investments of a Limited Partner (or any affiliate or associate of a Limited Partner) whether or not such activity is competitive with the business of the Partnership, or in any way preclude or restrict a Limited Partner from entering into a joint venture, partnership or other business arrangement with the Partnership, the General Partners or any Limited Partner. No Limited Partner (or any affiliate or associate of a Limited Partner) shall, under any circumstances, be obligated or bound to offer or present to the Partnership or any of the other Partners any business opportunity presented or offered to such Limited Partner or the Partnership as a prerequisite to the acquisition of or investment in such business opportunity by such Limited Partner (or any affiliate or associate thereof) for his own account or the account of others.

9.5. Meetings. Meetings of the Limited Partners may be called by the Managing Partner or requested by a Majority-in-Interest. The Managing Partner shall, within 15 days after his receipt of any such request for a Partners' meeting, give all Limited Partners proper notice of the time, place and purpose for such meeting, which shall be held on a date not less than 30 nor more than 60 days after the date of mailing said notice, at a reasonable time and place. The Partners may conduct any Partnership business at such meeting, either in person or by proxy, which is permitted under this Agreement, but the Limited Partners shall not engage in any activity which would be deemed

taking part in the management or control of the Partnership's business under the Act, other than these activities authorized in this Agreement, which matters are deemed by all Partners to be material.

ARTICLE X

Transfer of Interests

10.1. General Partners. The General Partners shall not sell, assign, transfer, pledge, grant security interests in or otherwise voluntarily dispose of their Interests, as General Partners, in the Partnership, except as herein provided.

10.2. Limited Partners. No Limited Partner or transferee of a Limited Partner shall, directly or indirectly, sell, assign, pledge or encumber or otherwise transfer his or its Interest in the Partnership except by transfer made in the following described manner: should any Limited Partner desire to transfer his interest in the Partnership he must first notify the Managing Partner in writing of the identity of the proposed transferee and the terms and conditions of the proposed transaction. If the proposed transaction is a sale for consideration, the General Partners, on terms and conditions no less favorable to the General Partners than the terms and conditions of the proposed sale, shall have an option for a period of thirty (30) days after receipt of the notice from the selling Partner in which to notify such Partner of their election to purchase all, but not less than all, of such Partnership Interest in such proportions as they may agree and, absent agreement, in the ratio that each purchasing General Partner's distribution share bears to the distribution share of all purchasing General Partners. If the General Partners do not elect to purchase such Partner's Interest, the selling Partner shall have sixty (60) days from the date all the General Partners elect not to purchase or the lapse of such thirty (30) day option period, whichever first occurs, in which to consummate the sale to the prospective purchase on no more favorable terms to the purchaser than those contained in the notice given to the Managing Partner. If such Partner does not consummate such sale to the prospective purchaser during such period, the Partner's Interest in the Partnership shall again become subject to the right of refusal in favor of the General Partners.

If the proposed transaction is a transfer for other than estate planning purposes for no consideration, the General Partners shall nevertheless have such option for such period to pay the selling Partner the value of his Interest in cash. The value of the Interest shall be as agreed by the Managing Partner

and the Selling Partner. If they are unable to agree within 30 days after the notice of the proposed transfer is given (i) upon the value of the Interest or (ii) upon one independent appraiser who will determine the value of the Interest, then within 30 days thereafter, the Managing Partner and the Selling Partner shall each appoint an independent appraiser who has broad experience in business activities similar to those conducted by the Partnership. If the Managing Partner and the Selling Partner each timely appoints an independent appraiser but such appraisers are unable to agree upon the value of the Interest or upon a third similarly qualified appraiser within 30 days thereafter, then either may petition the then senior Federal District Judge for the federal district of Idaho in which the city of Boise is then located, and said Judge, acting as an individual and not in his judicial capacity, shall be fully authorized and empowered to appoint a third similarly qualified appraiser. The appraiser or appraisers so appointed shall determine the value of the Interest as the value which is agreed upon by all appraisers or, in the event they cannot agree, at the average of the two closest valuations or, if there are not two closest valuations, the average of the three. The appraisers shall employ such persons and incur such expenses as are necessary to reach such determination. The purchasing General Partners, as a group, and the Selling Partner shall each bear 50% of all fees and expenses incurred in reaching such determination.

Except as specifically provided herein, the Interest of either a Limited Partner or the transferee of a Limited Partner is freely assignable and transferable, provided (i) that the transferee executes an instrument reasonably satisfactory to the Managing Partner accepting and adopting the provisions, representations and agreements of a Limited Partner set forth in this Agreement; (ii) that the Managing Partner shall be satisfied that such transfer would not result in the close of the Partnership's taxable year with respect to all Partners, in the termination of the Partnership within the meaning of Section 708(b) of the Code or in the termination of its status as a partnership under the Code and (iii) that the Managing Partner is satisfied that such transfer shall not cause the Partnership or the General Partners to be in violation of any applicable state or federal securities law. Such transferee shall not have the right to become a substitute Limited Partner unless (x) the General Partners consent to such substitution, which consent may be given or withheld in the General Partners' sole discretion, and (y) such transferee executes an instrument reasonably satisfactory to the Managing Partner accepting the terms and provisions of this Agreement and pays any reasonable expense in connection with his admission as a Limited Partner (including legal and accounting expenses) and complies in all other respects with the statutory requirements to become a

Limited Partner. The term "transfer", when used in this Agreement with respect to a Partnership Interest, includes a sale, assignment, gift or any other disposition.

10.3. Death of a Limited Partner. If a Limited Partner dies, his executor, administrator or trustee, or, if he is adjudicated incompetent or insane, his committee, guardian or conservator, shall have all the rights of a Limited Partner for the purpose of settling or managing his estate and such power as the decedent or incompetent possessed to assign all or any part of his Interest and to join with any such assignee in satisfying conditions precedent to such assignee becoming a substitute Limited Partner. Such person shall not have the right to become a substitute Limited Partner except pursuant to the provisions of Section 10.2.

10.4. Effective Date of Transfer. Each assignment shall become effective as of the first day of the calendar month during which the Managing Partner receives a copy of the instrument of assignment and all such certificates and documents of the character described in Section 10.2 which the Managing Partner may request.

10.5. Distributions to the Transferee. The Partnership shall, after written notice of any transfer pursuant to the provisions of this Article, thereafter pay all further distributions or profits or other compensation by way of income, or return of capital, on account of the Partnership Interests so transferred, to the transferee from such time as such Partnership Interests are transferred to the name of the transferee on the Partnership's books in accordance with the above provisions. In the absence of written notice to the Managing Partner of the transfer of a Partnership Interest, the Managing Partner may assume that no transfer has occurred.

10.6. Invalid Transfer. No transfer of a Partnership interest which is in violation of this Article shall be valid or effective, and the Partnership shall not recognize the same for the purposes of making payment of profits, income, return of capital or other distributions with respect to such Partnership Interests, or part thereof. The Partnership may enforce the provisions of this Article either directly or indirectly or through its agents by entering an appropriate stop-transfer order on its books or otherwise refusing to register or transfer or permit the registration or transfer on its books of any proposed transfers not in accordance with this Article.

ARTICLE XI

Partnership Accounting and Reports

11.1. Partnership's Fiscal Year. The fiscal year of the Partnership shall be the calendar year and the books of the Partnership shall be kept in accordance with the usual and customary accounting practices on a cash or accrual basis, whichever the Managing Partner shall select.

11.2. Partnership Books. The Managing Partner shall keep, or cause to be kept, proper and usual books and records pertaining to the Partnership's business showing all of its assets and liabilities, receipts and disbursements, realized profits and losses, Partners' capital accounts and all transactions entered into by the Partnership. The books and records and files of the Partnership shall be kept by the Managing Partner at the principal office of the Partnership, or at such other office or offices as the Managing Partner may designate for such purpose, and all Limited Partners and their duly authorized representatives shall at all reasonable times during any business day have access thereto for the purpose of inspecting or copying the same. A review (but not necessarily a certified audit), the scope of which shall be determined by the Managing Partner, of the books and records of the Partnership shall be made at the expense of the Partnership by such firm of independent certified public accountants of recognized standing as the General Partners may select. A copy of such review shall be furnished to each Limited Partner promptly following its completion.

11.3. Bank Accounts. The bank accounts of the Partnership shall be maintained in such banking institutions as the Managing Partner shall determine, and withdrawals shall be made only in the regular course of Partnership business on such signature or signatures as the Managing Partner may determine. All deposits and other funds not needed in the operation of the business may be deposited in U. S. government securities issued or guaranteed by U. S. government agencies, securities issued or guaranteed by states or municipalities, certificates of deposit and time or demand deposits in commercial banks, bankers' acceptances, savings and loan association deposits or deposits in members of the Federal Home Loan Bank System. The funds of the Partnership shall not be commingled with the funds of any other person.

11.4. Reports. The following reports shall be submitted to the Partners:

(a) Within 90 days after the end of each fiscal year, the Managing Partner shall send to each person who was a Limited Partner at any time during the fiscal year then ended

such tax information as shall be necessary for the preparation by such Limited Partner of his federal income tax return.

(b) As soon as practicable after the end of each fiscal year, the Managing Partner shall send to each person who was a Limited Partner at any time during the fiscal year then ended (i) a balance sheet as of the end of such fiscal year and statements of income and, partners' equity for such fiscal year, all of which shall be prepared in accordance with the tax basis of accounting (which need not be audited), (ii) a cash flow statement (which need not be audited), (iii) a report of the activities of the Partnership during such fiscal year, and (iv) a statement (which need not be audited) showing the cash flow, Sale or Refinancing proceeds or other distributions made to each person who was a Limited Partner at any time during such fiscal year in respect of such year, which statement shall identify cash distributed from operations during the year and cash flow from operations during the prior year.

ARTICLE XII

Income Tax Matters

12.1. Preparation of Tax Returns. The Managing Partner shall be the "tax matters partner" for the Partnership and shall arrange for the preparation and timely filing of all returns of Partnership income and expense necessary for federal and state income tax purposes and will cause copies of such returns or all pertinent information contained therein to be furnished to the Limited Partners within 90 days of the close of the fiscal year.

12.2. Optional Adjustment to Basis. In the event of the transfer of a Limited Partner's Interest or in the event of a distribution of Partnership property to any Partner pursuant hereto, if any Partner directly affected by the transaction giving rise to the right hereunder to make an election so requests, the Managing Partner shall file on behalf of the Partnership an election in accordance with applicable Treasury Regulations to cause the basis of the Partnership property to be adjusted for federal income tax purposes as provided by Sections 734, 743 and 754 of the Code.

12.3. Method of Accounting. The Partnership shall utilize the cash or accrual basis method of accounting in the preparation of its federal income tax returns, whichever the General Partners shall select.

12.4. Organizational Expenses. The Partnership shall elect to deduct expenses incurred in organizing the Partnership

ratably over a 60-month period as provided in Section 709 of the Code.

12.5. Federal Income Tax Allocations. Allocation of Net Income, Net Losses, deductions and gross income specifically described in Section 6.2, credits and items of preference for federal income tax purposes shall be made on the basis set forth in Article VI hereof for the division of income, expenses, profits and losses. If any federal income tax deductions are "re-captured" under Sections 1245 or 1250 of the Code as a result of the disposition of any Partnership property, the character of the gain allocated under other provisions of this Agreement shall be determined and allocated to the Partners in such manner, and in such proportion, that the Partners to whom were allocated the deductions attributable to the assets disposed of shall be allocated, to the extent possible, the ordinary income portion of any gain recognized.

ARTICLE XIII

Dissolution

13.1. Causes of Dissolution. The Partnership shall be dissolved only upon the occurrence of any of the following:

(a) the disposition of all or substantially all of the Partnership's interest in the proposed business.

(b) the expiration of the term of the Partnership provided in Section 3.3, unless extended by written agreement of all of the Partners;

(c) the death, retirement, withdrawal, insanity, bankruptcy, or insolvency of the last of the General Partners or the occurrence of any other event which would permit a trustee or receiver to acquire control of the Managing General Partner's affairs, subject to the provisions of Section 13.2 hereinbelow;

(d) the agreement of all Partners; or

(e) any event which makes it unlawful for the Partnership business to be continued.

The dissolution shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the Partnership's certificate of limited partnership shall have been cancelled by the Secretary of State of the State of Idaho and the assets have been distributed in Accordance with Article XIV.

13.2. Continuation of Partnership. The event of the death, retirement, withdrawal, insanity, bankruptcy, or insolvency of any General Partner shall not cause the termination of the Partnership, provided there is either a remaining General Partner to continue the business of the Partnership, and he elects to do so, or in the event there is not a remaining General Partner, all of the Limited Partners, within 90 days of such event, agree in writing to continue the business and appoint one or more additional General Partners. For tax purposes, the last existing General Partner shall sell and transfer to the designated successor general partner(s) the minimum Partnership Interest required at the fair market value thereof determined by appraisal under the procedure used in Paragraph 10.2. If the Partnership business is continued as provided herein, the affected General Partner, or the assignees of the Interest of the affected General Partner, shall have no rights with respect to the management of the Partnership business but shall have only the right to be allocated profits and losses and receive distributions hereunder and the rights afforded assignees of partnership interests by law.

13.3. Death, Disability, or Bankruptcy of a Limited Partner. The death, legal disability, bankruptcy, dissolution or withdrawal of any Limited Partner shall not result in the dissolution or termination of the Partnership. Upon the occurrence of any such events, the rights of the affected Limited Partner to share in the profits and losses of the Partnership and to receive distributions of Partnership funds shall devolve upon such Limited Partner's legal representatives or successors in interest, as the case may be, subject to the terms and conditions of this Agreement. Each Limited Partner's estate or other successor in interest shall be liable for all the obligations of such Limited Partner. However, in no event shall such estate, legal representative or other successor in interest have the right to become a substituted limited partner, except in accordance with Section 10.2.

ARTICLE XIV

Termination of the Partnership

14.1. Liquidating Trustee. Upon the occurrence of any event which causes the dissolution of the Partnership as set forth in Article XIII hereof and the Partnership is not continued, the Managing Partner (or in the event such dissolution is caused by an event falling within subparagraph (c) of Section 13.1 of Article XIII with respect to the Managing Partner, the remaining General Partners, or if there be none, such person,

firm or corporation as may be designated by a Majority-in-Interest) shall act as liquidating trustee (hereinafter referred to as "Liquidating Trustee") and shall immediately proceed to wind up and terminate the Partnership affairs with full power and authority to do all acts necessary and in accordance with the terms hereof.

14.2. Terminating Distributions. Upon dissolution of the Partnership, a proper accounting shall be made of the Partnership's assets and liabilities and obligations from the date of the last previous accounting to the date of such dissolution and the Partnership's business and affairs shall be liquidated in an orderly manner and such sales of properties of the Partnership as may be required for such purposes shall be made by the Liquidating Trustee including, without limitation, the sale of any property which may not be susceptible to division upon distribution to the Partners. Notwithstanding the foregoing, in the event the Liquidating Trustee shall determine that an immediate sale of part or all of the Partnership's assets could cause undue loss to the Partners, the Liquidating Trustee may, upon notice to the Partners, either defer liquidation (to the extent permitted by law) or withhold from distribution for a reasonable time any assets of the Partnership or distribute assets in kind to the Partners. Pursuant to the liquidation of the Partnership, payments shall be made of all expenses of liquidation (including without limitation any legal and accounting expenses incurred in connection therewith) and all debts of the Partnership first to third party creditors and then to Partners, or adequate provision shall be made for the payment thereof. Except as provided in Section 14.3, the remaining assets and properties of the Partnership shall be distributed to the Partners, in cash or in kind, in the following manner:

(a) first, to the Partners in proportion to and to the extent of their respective capital accounts provided, however, that if the assets are insufficient to satisfy all capital accounts, distributions shall first be made to the Limited Partners or the General Partners as a group until the group with the greater aggregate capital account balances shall have an aggregate capital account balance equal to the aggregate capital account balance of the other group and thereafter equally to each group;

(b) second, if Payout Status is not then existing, there shall be distributed to the Limited Partners an amount which will effect Payout Status;

(c) finally, any remaining properties and assets of the Partnership shall be distributed as to the Partners in the ratio of forty percent (40%) to the Limited Partners, twenty-five percent (25%) to the General Partners, and thirty-five percent (35%) to the Classified Limited Partners.

As between the Limited Partners, the Classified Limited Partners and the General Partners, any assets or properties distributed to the Limited Partners, Classified Limited Partners, or to the General Partners, as a group, in accordance with the above provisions should be divided between the Partners in each such group in the same manner provided in Sections 6.5 relating to items collectively allocated to such groups.

14.3. Valuation. For this purpose, the capital account of each Partner shall be reduced by the fair market value of any asset distributed to him. Whenever a valuation shall be required to be made for this purpose of the assets and properties of the Partnership, such valuation shall be in accordance with whatever reasonable methods of valuation the Liquidating Trustee shall determine.

14.4. Effect of Agreement. Until terminated by final distribution of all assets, the Partnership, the Partners and the assets of the Partnership shall remain subject to this Agreement.

14.5. Distributions in Kind. All Partnership property distributed in kind pursuant to the terms of this Article shall be distributed on the basis of the fair market value thereof and any Partner entitled to any interest in such property shall receive such interest therein as a tenant-in-common with all other Partners so entitled. Such property shall be subject to such liens, encumbrances, obligations, commitments, undertakings and/or restrictions as affect such property at the date of such distribution.

14.6. Indemnification of the Liquidating Trustee. The Liquidating Trustee (or any officer, director, shareholder, partner or employee thereof) shall be indemnified and held harmless by the Partnership from and against all claims, demands, liabilities, causes of action, costs and damages of any nature whatsoever arising out of or incidental to the Liquidating Trustee taking any action authorized under this Article XIV whether or nor arising out of the negligence of the Liquidating Trustee (or any officer, director, shareholder, partner or employee thereof); provided, however, that the Liquidating Trustee (or any officer, director, shareholder, partner or employee thereof) shall not be entitled to indemnification hereunder where the claim or issue arose out of (a) a matter entirely unrelated to the Liquidating Trustee acting under the provisions hereof; or (b) the gross negligence or willful misconduct of the Liquidating Trustee (or any officer, director shareholder, partner or employee thereof); or (c) the breach by the Liquidating Trustee of its obligations under this Article XIV. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies and recourses to

which the Liquidating Trustee (or any officer, director, shareholder, partner or employee thereof) shall be entitled in law or at equity.

ARTICLE XV

Amendment of Agreement

This Agreement may be amended by the General Partners to the extent necessary to cure any ambiguities or errors contained in this Agreement or to conform this Agreement to any rules or regulations of the Internal Revenue Service or any other administrative body, provided such amendment does not affect adversely any substantial rights or obligations of any Limited Partner. Any other amendment shall require the written consent of the General Partners and a Majority-in-Interest; provided, however, this Agreement shall not be amended without the unanimous consent of all Partners if the effect of any such amendment would be to increase the liability or to change the contributions required of the Partners, their rights and interest in profits, losses and distributions from the Partnership, or their rights upon liquidation.

ARTICLE XVI

Special Power of Attorney

16.1. Appointment of Attorney in Fact. Each Limited Partner by the execution of this Agreement or a subscription agreement and signature page irrevocably appoints and constitutes the General Partners, any one acting alone, as his attorney in fact for such Limited Partner, with power and authority to act in his name and on his behalf to execute, acknowledge and swear to in the execution, acknowledgment and filing of the following documents:

(a) The Partnership agreement and any certificates of limited partnership, as well as any amendments to the foregoing which, under the laws of the State of Idaho or the laws of any other state, are required to be filed or which the General Partners deems to be advisable to file, and specifically any such amendments as are required to admit additional Limited Partners as are in this Agreement contemplated and authorized.

(b) Any other instrument or document which may be required to be filed by the Partnership under the laws of any state or by any governmental agency, or which the General Partners deem advisable to file.

(c) Any instrument or document which may be required to effect the continuation of the Partnership, the admission of an additional or substitute Limited Partner, the withdrawal of a General Partner so long as any original General Partner remains, the withdrawal of or an assignment by a Limited Partner, or any conveyances and other instruments necessary to effect the dissolution and termination of the Partnership (provided such continuation, admission dissolution and termination are in accordance with the terms of this Partnership Agreement), or to reflect any reductions in amount of contributions of Partners.

16.2. The special power of attorney to be concurrently granted by each Limited Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable, shall survive the death, incompetency, or dissolution of the granting Limited Partner, and is limited to those matters herein set forth;

(b) may be exercised by any attorney in fact acting alone for each Limited Partner by listing all of the Limited Partners executing any instrument with a single signature of the party acting as the attorney in fact for all of them; and

(c) shall survive an assignment by a Limited Partner of all or any portion of his interest except that, where the assignee of the interest owned by a Limited Partner has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, the special power of attorney shall survive such assignment for the sole purpose of enabling the attorney in fact to execute, acknowledge and file any instrument or document necessary to effect such substitution.

ARTICLE XVII

Investment Representations

17.1. Investment Purpose. In acquiring an interest in the Partnership, each Limited Partner represents and warrants to the General Partners that he is acquiring such interest for his own account for investment and not with a view to its sale or distribution. All the Limited Partners recognize that investments such as those contemplated by the Partnership are speculative and involve substantial risk. Each Limited Partner further represents and warrants that the General Partners have not made

any guaranty or representation upon which he has relied concerning the possibility or probability of profit or loss as a result of his acquisition of an interest in the Partnership.

17.2. Investment Restriction. The Partners recognize that: (a) the Partnership interests have not been registered under the Securities Act of 1933 or the Securities Act of any state in reliance upon an exemption from such registration; (b) a Partner may not sell, offer for sale, transfer, pledge or hypothecate his interest in the Partnership in the absence of an effective registration statement covering such interest under the Securities Act of 1933 and the Securities Act of the applicable state unless such sale, offer of sale, transfer, pledge or hypothecation is exempt from registration under the Securities Act of 1933 and the Securities Act of such state; (c) the General Partner has no obligation to register any Partner's interest for sale, or to assist in establishing an exemption from registration from any proposed sale; and (d) the restrictions on transfer may severely affect the liquidity of a Partner's investment.

ARTICLE XVIII

Effective Date and General Provisions

18.1. Effective Date. This Agreement shall be effective on the Effective Date.

18.2. Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or served upon the date of (i) manual delivery to the party involved or (ii) depositing the same in the United States mail, postage prepaid, and registered or certified with return receipt requested addressed to the party involved at the following addresses:

Managing Partner: Northwest Telco, Inc.
7259 Franklin Road
Boise, Idaho 83709

Partnership: c/o Northwest Telco, Inc.
7259 Franklin Road
Boise, Idaho 83709

and if to any other Partner to the address set forth on Exhibit "A". Any Partner may change his or its address by giving such a notice in writing stating such newly designated address shall be

such Partner's address for purpose of all notices, offers or other communications required or permitted to be given pursuant to this Agreement.

18.3. Scope. This Agreement constitutes the entire understanding of the Partners with respect to the Partnership.

18.4. Applicable Laws. This Agreement shall be enforced in accordance with the applicable laws of the State of Idaho.

18.5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Partners, their heirs, executors, administrators, legal representatives, successors and assigns.

18.6. Gender. Pronouns of any gender used herein shall include the other gender and the singular and the plural shall each include each other.

18.7. Headings. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

18.8. Violation. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

19.9. Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

18.10. Execution. This instrument may be executed in multiple counterparts each of which may be executed by one, several or all parties listed hereunder but which shall constitute one instrument and shall be binding and effective when signed by all of the parties listed hereunder.

IN WITNESS WHEREOF, this Agreement has been duly executed as of this 26th day of July, 1985, by or on behalf of all the Partners of EXEC-U-CALL OF SPOKANE LIMITED PARTNERSHIP.

We, the undersigned, declare under penalty of perjury that we have read and examined this Certificate and Articles of Limited Partnership and to the best of our knowledge and belief, it is true, correct and complete.

GENERAL PARTNERS:

NORTHWEST TELCO INC.

By C. Paul Munson

By Richard Kindall

C. Paul Munson
C. PAUL MUNSON

Richard Kindall
RICHARD KINDALL

Fred L. Scott
FRED L. SCOTT

ORIGINAL LIMITED PARTNER:

Northwest Telco Inc.

by C. Paul Munson

EXHIBIT "A"

<u>Name and Address</u>	<u>Contribution</u>	<u>Ownership Interest</u>
GENERAL PARTNERS:		
Northwest Telco, Inc.	Concepts, contracts,	96%
C. Paul Munson	places. data and	1%
Richard Kindall	organization valued	1%
Fred L. Scott	in excess of \$15,000	1%
LIMITED PARTNERS:		
Northwest Telco, Inc.	\$100	1%