

COUGAR MOUNTAIN SOFTWARE
LIMITED PARTNERSHIP AGREEMENT

This Limited Partnership Agreement is entered into as of the 30th day of March, 1984, among Cougar Mountain Software, Inc., an Idaho corporation, and Robert M. Gossett, as the General Partner, Robert M. Gossett as the original Limited Partner and the parties who become Limited Partners to this agreement by executing this agreement or a subscription agreement and signature page, which Limited Partners are listed in Schedule A attached hereto (herein referred to as "Limited Partners" and, together with the General Partner, sometimes referred to as the "Partners").

In consideration of the mutual covenants and on the terms and conditions contained herein, the parties hereto agree as follows:

ARTICLE I

THE LIMITED PARTNERSHIP

1.1 Formation. The partners hereby form a Limited Partnership to be known as Cougar Mountain Software Limited Partnership (the "Partnership") pursuant to provisions of the Uniform Limited Partnership Act of the State of Idaho. The business of the Partnership may be conducted upon compliance with all applicable laws under any other name designated in writing by the General Partners to all of the other partners.

1.2 Character of Business. The business of the Partnership shall be generally to acquire the production, market rights and other beneficial use for certain PUMA Series Microcomputer business applications software programs and support assets from Cougar Mountain Software, Inc., and Robert M. Gossett, the General Partners, and thereafter, to produce, market, distribute, train distributors, service and further expand and develop Microcomputer business applications software programs.

1.3 Principal Place of Business. The principal place of business of the Partnership shall be at 2609 Kootenai, Boise, Idaho 83705, or at such other place as the General Partners shall from time to time designate by written notice to each of the Limited Partners. The General Partners may amend the certificate of limited partnership accordingly.

1.4 TERM. The Partnership shall commence upon the filing of the certificate of limited partnership with the Secretary of state in Idaho and shall continue until terminated as herein provided, or until December 31, 1994, whichever first occurs.

1.5 REGISTERED AGENT. The registered agent in Idaho for the service of process shall be Cougar Mountain Software, Inc., 2609 Kootenai, Boise, Idaho 83705.

1.6 TITLE OF PROPERTY. Title to all property purchased or otherwise acquired by the Partnership shall be held in the name of the Partnership, or the name of Cougar Mountain Software, Inc., the Managing General Partner.

1.7 COMPLIANCE. The parties hereto shall from time to time execute or cause to be executed all such certificates and other documents and do or cause to be done all such filing, recording, publishing and other acts as the General Partners may deem necessary or appropriate to comply with the requirements of law for the formation and operation of a limited partnership in Idaho and for the operation of a limited partnership in all other jurisdictions where the Partnership shall desire to conduct business. Upon written request from a Limited Partner, the Managing General Partner shall provide a copy of the current certificate of limited partnership as filed with the Secretary of State.

ARTICLE II

DEFINITIONS

2.1 Deemed Admission Date. The "Deemed Admission Date" of each Limited Partner shall be the date described in Paragraph 3.3.

2.2 Invested Capital. The "Invested Capital" of a Limited Partner from time to time shall mean an amount equal to his capital contributions under Paragraphs 4.2 and 4.3 less the cumulative capital distributions made to the Limited Partner under subsection 6.2(a). Amounts contributed under Paragraph 4.3 shall be added to invested capital as of the end of the month in which the contribution is made.

2.3 Limited Partner Cash Flow Preference. The "Cash Flow Preference" shall mean an amount equal to twenty percent (20%) each year (non-cumulative except as set forth in paragraph 7.2) of such Limited Partner's capital contributions. For any period

of less than twelve (12) months, such percentage shall be proportionately reduced. If the capital contribution of a Limited Partner changes during the fiscal year, the capital contribution, for purposes of computing the cash flow preference, shall be the average daily capital contribution for such year.

2.4 Net Capital Income or Loss. "Net Capital Income or Loss" shall mean all income or loss of the Partnership (taking into account all items) as reflected on the Partnership tax return for the Partnership (without taking into account any basis adjustment under section 754 of the Internal Revenue Code of 1954, as amended [the "Code"]), from the sale, exchange or other disposition (excluding leasing) of any Partnership asset.

2.5 Net Capital Proceeds. "Net Capital Proceeds" shall mean gross receipts (including condemnation and casualty insurance proceeds) from the sale, exchange or other disposition (excluding leasing) of any Partnership assets less any indebtedness that is paid out of such gross receipts and less the costs and expenses of the sale, exchange or disposition, including brokerage commissions.

2.6 Net Operating Cash Flow. "Net Operating Cash Flow" for a period shall mean the Net Operating Income or Loss for that period, as increased by adding back any depreciation, amortization or any other non-cash deductions including in computing Net Operating Income or Loss, as decreased by the principal payment for that period of any Partnership indebtedness any capital or other non-deductible expenditures and as decreased or increased (as the case may be) by additions or reductions in cash reserve accounts. If Net Operating Cash Flow is a negative amount, it is referred to as "Negative Operating Cash Flow."

2.7 Net Operating Income or Loss. "Net Operating Income or Loss" shall mean the income or loss of the Partnership (taking into account all items) as reflected on the partnership tax return for the Partnership, without taking into account any basis adjustment under Section 754 of the Code, but excluding any Net Capital Income or Loss.

2.8 Net Refinancing Proceeds. "Net Refinancing Proceeds" shall mean the Net Cash Proceeds (after deducting expenses and paying any refinanced Partnership indebtedness) arising out of the refinancing or refunding of any Partnership or indebtedness.

2.9 Project. The "Project" shall mean the land and improvements thereon as described in that certain Private Placement Memorandum by the Partnership dated March 20, 1984.

ARTICLE III

MEMBERS OF PARTNERSHIP

3.1 General Partners. The General Partners of the Partnership are:

a. Managing General Partner: Cougar Mountain Software, Inc., an Idaho corporation, owned principally by Robert M. Gossett, at the address of 2609 Kootenai, Boise, Idaho 83705, the same address as the Partnership; and

b. Robert M. Gossett, 3617 Alpine, Boise, Idaho 83705.

There shall be no additional General Partners, except as provided in Paragraph 11.2 hereof. Cougar Mountain Software, Inc. shall be the Managing Partner of the General Partners and therefore of the Partnership.

3.2 Limited Partners. The names, addresses, capital contributions and ownership interest of each of the Limited Partners is set forth in the attached Schedule "A". The original Limited Partner shall be Robert M. Gossett.

3.3 Additional Limited Partners. After the commencement date hereof, persons may be admitted as additional Limited Partners with the consent of the General Partners subject to the provisions of these Articles. The Managing General Partner may admit additional Limited Partners until it has admitted Limited Partners who have agreed to contribute \$300,000 equity in accordance with Paragraph 4.5 provided that each additional Limited Partner shall execute a subscription agreement and signature page to this agreement and certificate, as amended from time to time, in form and substance acceptable to the Managing General Partner. An investor shall not be considered a partner in the Partnership until the Managing General Partner has accepted the subscription agreement and signature page executed by that investor and filed an appropriate amended certificate of limited partnership setting forth the required information with respect to the Limited Partner with the proper governmental agencies, which amendment shall be filed within thirty (30) days after such acceptance. The rights of a Limited Partner pursuant to this agreement, however, shall accrue to a prospective investor from the date (the "Deemed Admission Date") (a) on which his capital contribution under section 3.2 is received by the General Partners if such prospective investor is admitted as a Limited Partner as provided in

this section 3.3 within thirty (30) days of such receipt, or (b) that is thirty (30) days prior to the date on which his capital contribution is received by the General Partners if such prospective investor is admitted as a Limited Partner as provided in this Paragraph 3.3 more than thirty (30) days after such receipt. The General Partners or any affiliate of the General Partners may be admitted as an additional Limited Partner upon the same terms and conditions and subject to the same rights and obligations as other additional Limited Partners. The Partnership may at any time redeem the interest of the Original Limited Partner by returning to him his capital contribution. Upon redemption of his interest, the Original Limited Partner shall withdraw as a Limited Partner.

3.4 Substituted Limited Partners. After the effective date hereof, a purchase, transferee or assignee ("a transferee") of all or a portion of the interest of a Limited Partner may be admitted as a substituted Limited Partner only with the written consent of the Managing General Partner and in compliance with the provisions of Paragraph 10.4. A Limited Partner may transfer his economic interest in the Partnership only as provided in Paragraph 10.2 and then only with the written consent of the General Partner. All costs and expenses, if any, incurred by the General Partner or the Partnership in effecting such transfer, including all attorneys' fees and filing costs, shall be reimbursed directly to the General Partner or the Partnership by the transferor Limited Partner.

ARTICLE IV

CAPITAL CONTRIBUTIONS

4.1 Capital Contribution of the General Partners. The capital contribution of the General Partners in the aggregate amount of \$1,020,000 consists of the following items:

a. Exclusive rights to produce and market all software programs, including PUMA series, as well as the right to complete development and marketing of additional software in research and development valued at \$1,000,000.

b. Office and computer hardware and equipment valued at \$10,000.

c. Services by General Partner Robert M. Gossett in the formation and promotion of the syndication valued at \$10,000.

Unless otherwise required by this Article IV, the General Partners shall not be required to make any contribution to the Partnership in order to make up a negative balance in their capital accounts, with the exception of General Partners who have received Partnership Interest for services, who will be required to contribute to the Partnership to make up a negative balance in their capital accounts.

4.2 Capital Contribution of the Limited Partners. The original Limited Partner, Robert M. Gossett, shall contribute \$100 in cash to the Partnership upon its formation and shall have no further obligation to contribute capital to the Partnership. Each additional Limited Partner shall make capital contributions to the Partnership in the amount and manner of his subscription commitment (which is listed on Schedule A) and shall have no further obligation to contribute capital to the Partnership. Without in any way limiting the generality of the foregoing, unless otherwise required pursuant to this Article IV, no Limited Partner shall be required to make any contribution to the Partnership in order to make up a negative balance in his capital account.

4.3 Additional Optional Contributions. If the General Partners determine that the Partnership needs additional capital to meet its obligations and carry out the business and purposes of the Partnership, the General Partners 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 Partners may determine in their sole discretion.

4.4 Application of Contributions. Capital contributions of the Limited Partners shall be expended by the General Partners in furtherance of the business of the Partnership. Although the General Partners may make distributions to the Limited Partners during the term of the Partnership in return for their capital contributions, no Limited Partner shall have the right to withdraw from the Partnership or to demand a return of all or any part of his capital contributions during the term of the Partnership.

4.5 Limited Partner Investors.

a. The Partnership intends to sell and issue to not more than thirty-five (35) unaccredited investors and an unlimited number of accredited investors (as defined in Regulation D of the Federal Securities Act of 1933) 36 units of the Partnership offering at \$15,000 each, or an aggregate of \$540,000.00. The Partnership may commence operations at such time as 18 units (\$270,000) have been subscribed by the Limited Partners pursuant to the March 30, 1984, Private Placement Memorandum.

b. Each unit of limited partnership interest shall consist of a capital contribution of \$9,000 for a .7% ownership interest and a commitment to purchase when required by the General Partners on a 30-day call up to \$6,000 of promissory notes bearing interest at 16% per annum, payable interest only in quarterly installments until December 31, 1985, and thereafter principal and interest amortized in three years. Each Limited Partner shall set forth in his subscription agreement the number of units subscribed and for which such Limited Partner is liable. Fractional units may be subscribed only on the consent of the General Partner.

c. Each investor who subscribes for any Partnership interest shall become a Limited Partner in the Partnership on his "Deemed Admission Date."

d. Proceeds from subscribers for limited partnership units will be placed in a separate trust account until the Limited Partners shall be admitted to the Partnership after which such proceeds shall be transferred to the account of the Partnership.

4.6 Limitation on Losses and Liabilities of Limited Partners. No Limited Partner as such shall be liable for, subject to, or bound by any obligations, losses, debts, or liabilities of the Partnership in excess of the amount contributed or agreed to be contributed by him to the Partnership capital.

4.7 Voluntary Contributions. No partner may make voluntary contributions to the capital of the Partnership.

4.8 Interest on Capital Contributions. No partner shall receive any interest on his contributions to the Partnership capital.

4.9 Withdrawal and Return of Capital. Except for the withdrawal of the original Limited Partner as a Limited Partner provided in Paragraph 3.3, no partner may withdraw any portion of the capital of the Partnership and no partner, General or Limited, shall be entitled to the return of his contribution to the capital of the Partnership except on dissolution of the Partnership, or, in the case of a withdrawing Limited Partner, with the unanimous consent of the partners upon the amendment of the limited partnership certificate.

ARTICLE V

COSTS AND EXPENSES

5.1 Payments by the General Partner. The General Partner shall pay all the costs of forming and organizing the Partnership including legal, accounting and printing costs. The General Partner shall have a limited right of reimbursement for those costs as set forth in Paragraph 9.2 of this agreement.

5.2 Payments by the Partnership. All other costs and expenses of the Partnership shall be paid directly from the Partnership funds, including but not limited to (a) any payments on liabilities and obligations assumed by the Partnership; (b) the expenses of selling or otherwise disposing of Partnership assets; (c) the reimbursements of the General Partner under Paragraphs 4.3 and 9.2; (d) the compensation of the General Partner, as provided in Paragraphs 9.1 and 9.3; and (e) every other cost and expense incurred in the Partnership's business whether like or unlike the foregoing.

ARTICLE VI

ALLOCATION OF PROFITS AND LOSSES

6.1 Net Operating Income or Losses.

a. The Net Operating Income or Loss shall be determined on an annual basis. Any Net Operating Income for the year shall be allocated among the partners in accordance with the relative sharing of the Net Operating Cash Flow among the partners under Paragraph 7.1 for that year, or if there is no Net Operating Cash Flow for the year, the Net Operating Income shall be allocated (1) among the Limited Partners according to their

respective ownership interests (adjusted for the period of ownership as to those Limited Partners whose Deemed Admission Date is after the first Deemed Admission Date for investing Limited Partners in 1983, or January 1 of each subsequent year) and (ii) the balance to the General Partners.

b. Any Net Operating Loss for the year shall be allocated 98% among the Limited Partners according to their respective ownership interests, and the remaining losses among the General Partners according to ownership interest.

c. Notwithstanding paragraph 6.1(b), the aggregate losses allocated to the Limited Partners shall not exceed the respective capital account of such Limited Partners, with such remaining losses, if any, allocated to the General Partner.

6.2 Net Capital Income or Loss.

a. Any Net Capital Loss shall be allocated (i) among the Limited Partners according to their respective ownership interests (adjusted for the period of ownership as to those Limited Partners whose Deemed Admission Date is after the first deemed admission Date for the investing Limited Partners in 1984, or January 1 of each subsequent year) and (ii) the balance to the General Partners.

b. Except as provided in Paragraph 6.2(c), any Net Capital Income shall be allocated on a cumulative basis during the term of the Partnership as follows:

(i) First, to the extent of any Net Capital Loss previously charged to the partners under this Paragraph 6.2, to the partners in proportion to their sharing of such prior Net Capital Losses.

(ii) Second, among the Limited and General Partners in such manner so that the balances in their respective capital accounts equal the amount of Net Capital Proceeds such partners are entitled to under Paragraph 7.2 from the transaction.

(iii) The balance among the partners according to their respective ownership interests.

For purposes of (ii) above, the capital accounts of the partners shall be determined after allocating all other items of income and loss through the date of the transaction giving rise to the Net Capital Income, including the allocation under clause

(1) of this subparagraph 6.2(b), and assuming all unamortized or undepreciated costs had been deducted and after all distributions under Article VII, other than the Net Capital Proceeds arising from the transaction, through such date.

c. The income or loss allocated to a partner each year under this section 6.2 shall consist of a proportionate part of each item (ordinary income, long term capital gain, short term capital gain, etc.) making up the Net Capital Income or Loss allocated under this paragraph 6.2 for that year.

6.3 General Partner's Interest. Notwithstanding paragraphs 6.1 and 6.2 above, the interest of the General Partner in Net Operating Income and Net Capital Income shall be equal to at least one percent (1%) at all times during the existence of the Partnership.

6.4 Tax Credits. Any investment tax credit and other tax credits of the Partnership shall be allocated among the partners in the same manner that net operating income is allocated among such partners under Paragraph 6.1(a). All recapture of investment tax credit resulting from the sale or other disposition of Partnership property shall be allocated to the partners to whom the credit giving rise to such recapture originally was allocated and in the proportions allocated under this paragraph 6.3.

6.5 Non-Cash Consideration. Notwithstanding the previous provisions of this Article VI any Partnership deduction or basis increase arising from any non-cash compensation to any partner for his services to the Partnership shall be allocated to such partner for all tax, accounting and other purposes.

6.6 Allocation Among Limited Partners. Except as provided in Paragraph 6.7, all items allocated to the Limited Partners under this Article VI shall be allocated among them in accordance with their relative ownership interest.

6.7 Sharing Among General Partners and Certain Limited Partners. Notwithstanding Paragraph 6.6, any Net Operating Income or Loss for any period commencing after the first deemed admission date for investing Limited Partners, and allocable under Article VI to a Limited Partner whose Deemed Admission Date is after such acceptance date shall be shared between such Limited Partner and the General Partners as follows:

a. Such Limited Partner shall receive a portion of such Net Operating Income or Loss based on a ratio the numerator

of which is the number of days remaining in such period after such Limited Partner's Deemed Admission Date and the denominator of which is the number of days in the current year after the first deemed admission date for investing Limited Partners, and

b. The General Partner shall receive the balance of such Net Operating Income or Loss.

ARTICLE VII

DISTRIBUTIONS

7.1 Net Operating Cash Flow.

a. Except as provided in Paragraph 6.7 and 7.1(b), any Net Operating Cash Flow shall be distributed to the Partners when the General Partners determine as follows:

(i) First, 98% of distributions resulting from operations, to the Limited Partners until they have received under this clause an amount equal to their Limited Partner Cash Flow Preference for such year cumulative from year to year (the computation of the Limited Partner Cash Flow Preference with respect to any Limited Partner shall begin with such Limited Partner's Deemed Admission Date under Paragraph 3.3).

(ii) Second, distributions resulting from operations, to the General Partners until they have received under this clause an equivalent return relative to their Partnership Interest for the current year, and

(iii) The balance among the Limited and General Partners according to their respective Partnership ownership interest adjusted with respect to those Limited Partners whose deemed acceptance date occurred after the first deemed acceptance date of the investing Limited Partners in 1983, or after January 1, in any subsequent year.

b. Notwithstanding Paragraph 7.1(a), for each calendar year of the Partnership, Net Operating Cash Flow equal to at least .4% of the Partnership's Net Operating Income, if any, for that year shall be distributed to the General Partners.

c. In any given year the General Partners shall be entitled to receive an amount under Paragraph 7.1(a)(i) equal to the difference between (i) the amount that would be distributable

to the Limited Partners under Paragraph 7.1(a)(i) if the Deemed Admission Dates of all Limited Partners were on or before the first Deemed Acceptance Date of the first investor Limited Partners in 1983, or January 1 of each subsequent year, and (ii) the amount distributable to the Limited Partners under Paragraph 7.1(a)(i).

7.2 Net Capital and Refinancing Proceeds. Any Net Capital Proceeds and Net Refinancing Proceeds shall be distributed when the General Partners determine as follows:

a. First, to the Limited Partners an amount equal to: (i) the amount of the Limited Partner Cash Flow Preference determined on a cumulative basis for each year of the Partnership, or portion thereof, beginning with respect to each Limited Partner with such Limited Partner's Deemed Admission Date under Paragraph 3.3, less (ii) the actual distributions made to the Limited Partners under Paragraph 7.1(a) and this Paragraph 7.2(a) during such period of the term of the Partnership.

b. Second, to the General Partners until they have received under this clause an equivalent return relative to their Partnership ownership interest calculated under the same formula as set forth in paragraph 7.2 with respect to the General Partners.

c. The balance to the General and Limited Partners according to their respective Partnership ownership interests.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF THE GENERAL PARTNER

8.1 Management. The General Partners are authorized on behalf of the Partnership to make all decisions with respect to the Partnership business and to take all actions necessary to carry out such decisions. Without limiting the generality of the foregoing, the General Partner is authorized to make all decisions and to take all actions with respect to:

a. The sale of additional Limited Partnership interests consistent with the provisions of this Limited Partnership Agreement including the registration and qualification, or exemption therefrom, under the appropriate securities laws for such transactions.

b. The ownership, operation, management, maintenance of the Partnership assets, including the improvement, sale, lease or other disposition of less than substantially all of the assets of the Partnership.

c. The borrowing of money and the granting of security interests in Partnership assets (including loans from partners, both General and Limited).

d. The prepayment, refinancing, or extension of any mortgage or loan affecting the Partnership properties, and the compromise or release of any claims or debts of the Partnership.

e. The performance of duties as "tax matters partner" pursuant to Paragraph 13.5.

f. The employment of persons, firms or corporations for the operation and management of the Partnership affairs.

g. The association of the Partnership with other individuals, corporations or partnerships in a partnership, joint venture or other association to further the purposes of the Partnership.

8.2 Managing Partner. Except as expressly provided herein, the powers of the General Partners to manage the business of the Partnership shall be exercised only by the Managing General Partner. In order to implement its management powers, the Managing General Partner is authorized to execute and deliver all (i) deeds, assignments, leases, subleases, management contracts and maintenance contracts covering or affecting Partnership property interests; (ii) checks, drafts and other orders for the payment of Partnership funds; (iii) promissory notes, mortgages, deeds of trust, security agreements and other similar documents; and (iv) other instruments of any kind or character relating to the affairs of the Partnership whether like or unlike the foregoing.

8.3 Brokerage Services. The Managing General Partner shall be authorized to enter into agreements on behalf of the Partnership in such form as it may approve, contracting with itself or other persons or entities, whether or not affiliated with the General Partners, for broker's services for sale of interest in the Partnership or of any Partnership assets. The compensation of the General Partner or its affiliates under any such agreement shall be no greater than one-half (1/2) of the amount which would ordinarily be payable under similar agreements with third parties

in the area where the asset is located and the services are performed. Notwithstanding the foregoing, the payment to a General Partner or to its affiliates of the Partnership's share of any brokerage fee for the sale of any Partnership assets shall be made only out of cash available after the Limited Partners have received the full amount provided for in Sections 7.2(a).

8.4 Restrictions on General Partners' Authority. Notwithstanding the provisions of Paragraph 8.1, the General Partners may not, without the consent or ratification of the specific act by all the Limited Partners, do any act prohibited by the Uniform Limited Partnership Act of the State of Idaho. At any time after the date on which this certificate of Limited Partnership of the Partnership is filed pursuant to Paragraph 1.7, the General Partner may not sell or otherwise dispose of all or substantially all of the Partnership's assets except as provided in Paragraph 10.6(c) or amend this agreement except as provided in Paragraph 10.6(b) and paragraph 15.2.

8.5 Nonrecourse Loans. If a creditor makes a nonrecourse loan to the Partnership, in no event shall the General Partners permit such creditor to have or acquire, at any time as a result of making such loan, any direct or indirect interest in the profits, capital or property of the Partnership, other than as a secured creditor.

8.6 Time Devoted to Business. The General Partner shall devote such time to the business of the Partnership as it shall deem necessary for the efficient carrying on of the Partnership's business. The General Partners and their respective partners, employees and affiliates shall at all times be free to engage generally in other business ventures (which may be in competition with the Partnership) for their own account, without any obligation to include the Partnership or any Limited Partner in such activity.

8.7 Information Relating to the Partnership. Upon request, the Managing General Partner shall supply to any partner any information requested regarding the Partnership or its activities, provided that obtaining the information is not unduly burdensome to the Managing General Partner. During ordinary business hours, any partner or his authorized representative may inspect and copy all books, records and materials in the General Partners' offices regarding the Partnership or its activities, at the reasonable convenience of the General Partners and at the expense of such partner.

8.8 Indemnification. The Partnership, its receiver or its trustee, shall indemnify, save harmless and pay all judgments and claims against the General Partners, their partners and their officers, directors, employees, agents, subsidiaries, affiliates and assigns, from any liability, loss or damage incurred by them or by the Partnership by reason of any act performed or omitted to be performed by them in connection with the business of the Partnership, including costs and attorneys' fees (which attorneys' fees may be paid as incurred) and any amounts expended in the settlements of any claims of liability, loss or damage provided that, if such liability, loss or claim arises out of any action or inaction of the General Partners, the General Partners must have determined, in good faith, that such course of conduct was in the best interest of the Partnership and did not constitute fraud, gross negligence, breach of fiduciary duty or gross misconduct by the General Partners and, provided further, that any such indemnification shall be recoverable only from the assets of the Partnership and not from the assets of the holders. All judgments against the Partnership and the General Partner, wherein the General Partners are entitled to indemnification, must first be satisfied from Partnership assets before the General Partners are responsible for these obligations. The Partnership shall not pay for any insurance covering liability of the General Partners, their partners and their officers, directors, employees, agents, subsidiaries, affiliates and assigns for actions or omissions for which indemnification is not permitted hereunder; provided, however, that nothing contained herein shall preclude the Partnership from purchasing and paying for such types of insurance, including extended coverage liability and casualty and workmen's compensation, as would be customary for any person owning comparable property and engaged in a similar business or from naming the General Partners and any of their affiliates as additional insured parties thereunder, provided that such additions do not add to the premiums payable by the Partnership. Nothing contained herein shall constitute a waiver by an Limited Partner of any right which he may have against any party under federal or state securities laws.

8.9 Non-Recourse Obligations. The General Partner shall have the right and authority to require in all Partnership contracts that it will not be personally liable thereon and that the person or entity contracting with the Partnership is to look solely to the Partnership and its assets for satisfaction.

8.10 Assignments, Withdrawals, Etc..

a. Without the prior written approval of all the partners, the General Partners shall not substitute any successor

General Partner in their stead, and no additional General Partner shall be admitted to the Partnership without the consent of all partners.

b. Any assignment of a General Partner interest shall entitle the assignee to receive, to the extent assigned, only the distribution to which the assignor would be entitled. In the event of an assignment of all of its interest, the General Partner shall continue to be the General Partner.

c. The withdrawal of a General Partner under the provisions of the Uniform Limited Partnership Act shall be a violation of this partnership agreement and the Partnership may recover from such withdrawing General Partner damages for breach of the partnership agreement and offset the damages against the amount otherwise distributable to him.

d. Subject to the claim for damages set forth in Paragraph 8.10(c) above, any withdrawing partner shall only be entitled to receive his respective distributions provided in this agreement as and when such distributions are made to the other partners.

8.11 Option to General Partners. Provided they are not in default under the promissory notes issued by the Partnership, or under the provisions of the Partnership Agreement, from the effective date of the Partnership Agreement until December 31, 1990, the General Partners, or either of them acting alone, have an option to purchase pro-rata from all Limited Partners as a class any part or all of their respective Limited Partnership Interest upon the following terms:

a. From or after December 31, 1988, provided that substantially all of the cash revenues received have been distributed to the Partners up to the end of the previous quarter, excepting only reasonable working capital for business purposes, the option may be exercised by either one of the General Partners by giving written notice to the Limited Partners of the election and setting a closing date within 30 days of the date of notice at which time the General Partners exercising the notice tender in payment of the Partnership Interest being acquired, a sum equal to 1-1/2 times the amount originally contributed for such interest. In the event the option is for only a part of the Interest owned the option price is to be pro-rated evenly for the entire Interest.

b. From and after the effective date of the Partnership Agreement until December 31, 1988, the General Partners, or

either of them, may exercise their option to purchase the Limited Partner Interest by giving written notice to the Limited Partners calling for a closing date not later than 30 days after the date of the notice, and by tendering at the closing a sum of money computed as of the day of closing, equal to the present value of all sums projected to be distributed to the respective Limited Partners through December 31, 1988, and the payment of the option price calculated in the preceding paragraph "a" hereof as if exercised during the first quarter of 1989. The option under this paragraph "b" can only be for all of the Interest of all Limited Partners.

ARTICLE IX

GENERAL PARTNER COMPENSATION AND REIMBURSEMENT

9.1 Management Fees. The General Partners shall not receive a management fee, however, they may contract for others, including General Partners and affiliates of the General Partners, to render management and supervisory services and contract to pay salaries and other compensation for such services. All direct operating expenses of the Partnership shall be paid by the Partnership.

9.2 Reimbursement of General Partners. Upon admission of Limited Partners to the Partnership the General Partners shall be entitled to an amount not to exceed \$_____ as reimbursement for all expenses of forming and organizing the Partnership including legal, accounting and printing costs. Thereafter, the Partnership shall reimburse the General Partner for all direct out-of-pocket expenses incurred by it in managing the Partnership matters.

9.3 Other Compensation. In addition to the compensation hereinabove described the General Partners shall receive such other compensation, funds or interests as elsewhere provided in this agreement. Furthermore, affiliates or partners of the General Partners may contract to provide services and/or materials, to the Partnership as the Managing General Partner shall allow and be compensated therefor as negotiated by the Managing General Partner.

9.4 Employee Compensation. Robert M. Gossett will be employed as an employee of the Partnership and will receive a beginning salary of \$3,000 per month. As the sales and profits of the Partnership increase, Mr. Gossett's salary will also increase to a maximum level of \$5,000 per month, as reflected in the projections.

ARTICLE X

RIGHTS AND OBLIGATIONS OF THE LIMITED PARTNERS

10.1 Limited Liability. The liability of the Limited Partners shall be limited to their agreed contribution of capital or the fair value of their agreed, but uncontributed services. The Limited Partners shall take no part whatever in the control, management, direction or operation of the affairs of the Partnership and shall have no power to bind the Partnership. The General Partners may from time to time seek suggestions and expressions of opinion from the other partners on major policy decisions, but they need not accept such advice, and at all times the sole control and management of the Partnership shall rest with the General Partners.

10.2 Assignment of Interest. A Limited Partner may not sell, offer for sale, transfer, pledge or hypothecate all or any part of his interest in the Partnership in the absence of an effective registration statement covering such transactions under the Securities Act of 1933, as amended, and any applicable state securities laws or the availability of an exemption from registration under that Act and such laws. Subject to the foregoing, a Limited Partner may assign to any one or more persons all or any undivided portion of his right to receive distributions hereunder to the extent the full subscription price therefore shall have been previously remitted to the Partnership provided:

a. such assignment shall not release the assignor Limited Partner from any of his liabilities hereunder;

b. if more than one assignee is named the assignees shall jointly designate one agent to whom such distributions are to be made for their account; and

c. the General Partners shall have received a certified copy of such assignment.

10.3 Other Transfers. For the purposes of this Limited Partnership Agreement, any transfer of an interest in the partnership or of the right to receive distributions hereunder, whether voluntary or by operation of law, shall be considered an assignment.

10.4 Substitution of Limited Partner. No assignee, legatee, distributee or transferee (by conveyance, operation of law or otherwise) of the whole or any portion of a Limited Partner's interest in the Partnership shall have the right to become a

substituted Limited Partner entitled to all the rights and subject to all the obligations of the transferor Limited Partner without the written consent of the General Partners. The granting or denial of such written consent shall be within the absolute discretion of the General Partners. In addition a candidate for substitution as a Limited Partner shall:

a. Execute and deliver to the General Partners such instruments, in form and substance as the Managing Partner shall determine, in order to cause the candidate to be bound by the terms of this agreement as a substituted Limited Partners, and to have the same representations and warranties and power of attorney as is contained in the Signatory Page of this agreement.

b. Agree and arrange to pay all reasonable expenses in connection with his admission as a substituted Limited Partner, including, but not limited to the cost of preparation and filing of any amendment of the certificate of limited partnership necessary in connection therewith.

c. No substitution of a Limited Partner shall be effective until the amended certificate of limited partnership and any other necessary documents have been executed and filed under the laws of the respective jurisdictions. Upon substitution of a Limited Partner in his stead, an assignor shall have no right to receive any further distribution or the fair value of his Limited Partner interest.

10.5 Authority of Managing General Partner. Upon the terms set forth in this Article X, the Managing General Partner is hereby expressly authorized (a) to admit substituted Limited Partners to the extent permitted by this Article X, (b) to file amended limited partnership certificates with respect to the foregoing (which amended certificates shall be filed within 30 days after the General Partners consent to the admission of an assignee as a Limited Partner) and (c) to use the powers of attorney granted in Article XIV to accomplish such filing and any required amendment to this agreement.

10.6 Limited Partner Voting. None of the following events shall occur except pursuant to the favorable vote of at least fifty percent (50%) of the ownership interests of the limited partners:

- a. premature termination of the Partnership;
- b. amendment of the partnership agreement;

c. sale of all or substantially all of the assets of the Partnership as more particularly set forth paragraph 15.2.

All of the Limited Partners must agree to elect a new General Partner upon the event of withdrawal of the last General Partner.

Anything in this paragraph to the contrary notwithstanding, the unanimous vote or written consent of all partners shall be required to amend this agreement respecting interests in profits and losses, interest in capital, rights on dissolution or this paragraph 10.6.

ARTICLE XI

DURATION AND TERMINATION

11.1 Limited Partners.

a. Upon the death of a Limited Partner the partnership shall not thereby terminate but the executor or administrator of such Limited Partner shall have all the rights of a Limited Partner for the purpose of settling his estate but shall have no right to become a substituted Limited Partner except in compliance with the provisions of Paragraph 10.4.

b. Neither the judicially declared insanity, bankruptcy or other incapacity of a Limited Partner shall effect a termination of the Partnership.

c. Except as may be expressly provided otherwise in this agreement a Limited Partner shall have no power to withdraw from or terminate his membership in the Partnership and the Limited Partners shall have no power to terminate the partnership. Upon any withdrawal pursuant to the provisions of this agreement, a Limited Partner shall have no right to receive any distribution or value for his interest in the Partnership except as expressly provided in this agreement and certificate.

11.2 General Partners. An event of withdrawal of a 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, the Limited Partners, within ninety (90) days of such event, agree in writing to continue the business and appoint one or more additional General Partners. In the event of the continuation of the Partnership by the designation of one or more General Partners, the

last exiting General Partners shall sell to the designated General Partner(s) the minimum percentage of Partnership interest required for tax purposes at the fair market value thereof determined by appraisal. The remaining interests of the replaced General Partner shall become classified Limited Partner interests, except such interest shall continue with the same subordinate rights of distribution and allocation of profits and losses with respect to the investing Limited Partners.

11.3 Termination. The existence of the Partnership shall terminate upon the occurrence of any of the following events:

a. The event of withdrawal of the last remaining General Partner, or any other event which leaves the Partnership without a General Partner and the Limited Partners have not consented to a replacement as provided in Paragraph 10.2 hereof.

b. The expiration of the term of the Partnership, or

c. The General Partners' written election to dissolve and wind up the affairs of the Partnership together with an approval vote of at least fifty percent (50%) of the ownership interests of the Limited Partners.

ARTICLE XII

DISSOLUTION AND DISTRIBUTION

12.1 In the event of the dissolution of the Partnership prior to the admission of Additional Limited Partners for any reason, the General Partner shall have the right but not the obligation to have the non-cash assets contribution of such partner distributed to him upon the payment of any cash consideration boot received by such partner from the Partnership and the payment of such partner's prorata share of the obligations and/or losses of the partnership. In the event of such dissolution, the partners who have not paid their contribution to the Partnership shall be obligated to pay their respective share of the Partnership obligations according to their ownership interest.

12.2 Final Accounting. In case of the dissolution of the Partnership, a proper accounting shall be made from the date of the last previous accounting to the date of dissolution.

12.3 Liquidation. Upon the dissolution and winding up of the Partnership, the General Partners shall act as liquidator to

wind up the Partnership. If the event causing dissolution of the Partnership is the withdrawal, dissolution and winding up, or bankruptcy of a General Partner, then Limited Partners whose sharing ratios equal or exceed fifty percent (50%) may elect one or more persons (who may but need not be Limited Partners) to act as liquidator. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Partnership's assets and to wind up and liquidate the affairs of the Partnership in an orderly and businesslike manner. All proceeds from liquidation shall be distributed in the following order of priority: (a) to the payment of debts and liabilities of the Partnership and the expenses of liquidation, (b) to the setting up of such reserves as the liquidator reasonably deems necessary for any contingent liabilities of the Partnership, (c) to the partners in accordance with their capital accounts as adjusted under Paragraph 6.2 to reflect any gains or losses incurred in such liquidation, and (d) the balance, if any, to the partners as provided in Paragraphs 7.1 and 7.2 treating prior distributions of capital accounts under this Paragraph as distributions under Paragraph 7.2 for the purposes of Paragraphs 7.2(a) and (b).

12.4 Distribution in Kind. If the liquidator shall determine that a portion of the Partnership's assets should be distributed in kind to the partners, he shall obtain an independent appraisal of the fair market value of each such asset as of a date reasonably close to the date of liquidation. Any unrealized appreciation or depreciation with respect to such assets shall be allocated among the partners (in accordance with the provisions of Articles VI and VII regarding the allocation of profits, losses and distributions) assuming that the assets were sold for the appraised value and taken into consideration in determining the balance of the partners' capital accounts as of the date of liquidation. Distribution of any such assets in kind to a partner shall be considered a distribution of an amount equal to the assets' fair market value for purposes of Paragraph 11.2. Except as otherwise determined by the liquidator pursuant to this Paragraph 11.4, no partner shall have any right to receive distributions of property, other than cash, from the Partnership.

12.5 Cancellation of Certificate. Upon the completion of the distribution of Partnership assets as provided in Paragraph 11.2, the Partnership shall be terminated, and the person acting as liquidator (or the partners if necessary) shall cause the cancellation of the certificate of limited partnership and shall take such other actions as may be necessary to terminate the Partnership.

ARTICLE XIII

RECORDS AND BOOKS OF ACCOUNTS

13.1 Books. The Managing General Partner shall maintain complete and accurate books of account of the Partnership's affairs at the Partnership's office in Boise, Idaho, which books shall be open to inspection and copying by any partner or by his authorized representative during reasonable business hours. Such books shall be kept on the method of accounting selected by the Managing General Partner. The Partnership's accounting period shall be on a calendar year ending on December 31. The Managing General Partner also shall maintain a list of the names and addresses of all Limited Partners. Upon written request to the Managing General Partner, a copy of the list shall be given to a Limited Partner or his representative.

13.2 Partners' Accounts. Separate capital accounts shall be maintained for each partner reflecting that partner's distributive share of Partnership tax items but without taking into account any adjustment under Section 754 of the Code. In general, such account shall be increased by a partner's contributions to the Partnership and his share of Partnership income and gains and shall be reduced by his share of Partnership losses, deductions, credits and Partnership distributions to him. The capital account shall also be adjusted for such other items as determined by the independent accountants for the Partnership.

13.3 Transfers During Year. In order to avoid an interim closing of the Partnership's books, the share of profits and losses under Article V of a partner who transfers part or all of his interest in the Partnership during the calendar year may be determined by taking his pro rata share of the amount of the profits and losses for the year. The proration shall be made by the Managing General Partner after consultation with the accountants for the Partnership and may be based on the portion of the calendar year which has elapsed prior to the transfer, or may be determined under any other reasonable method; provided, however, that any net capital income or loss shall be allocated to the owner of the Partnership interest at the time such net capital income or loss was realized. The balance of the profits and losses attributable to the Partnership interest transferred shall be allocated to the transferee of such interest.

13.4 Reports. The books of account shall be closed after the end of each calendar year. Within a reasonable time thereafter, the Managing General Partner shall make a written report

to the Limited Partners which shall include a statement of profits and losses for the year, a statement of each Limited Partner's capital account, and such additional statements with respect to the status of the Partnership property and the distribution of Partnership funds as are considered necessary by the Managing General Partner to advise all partners properly about their investment in the Partnership. Such reports may consist in part of a copy of part or all of the Partnership's United States informational income tax return. Prior to April 1 of each year, each Limited Partner shall also be provided with an information letter with respect to his distributive share of income, gains, losses, deductions and credits for income tax reporting purposes for the previous calendar year. Such financial statements and the information contained therein shall be deemed conclusive and binding upon such partner unless written objection shall be lodged with the Managing General Partner within ninety (90) days after the giving of any report to a Limited Partner.

13.5 Tax Matters Partner. Pursuant to section 6231(a) of the Code, the Managing General Partner is hereby designated as the tax matters partner for all purposes of the Code. The Managing General Partner is expressly authorized to perform, on behalf of the Partnership or any partner, any act that may be necessary to make this designation effective under any regulation, ruling, procedure or instruction that may be issued by the Internal Revenue Service. By executing this agreement or a subscription agreement and signature page, each Limited Partner agrees that he will not file the statement described in Section 6224(c)(3)(B) of the Code prohibiting the tax matters partner from entering into a settlement on his behalf with respect to Partnership items (as defined in Code Section 6213(a)(3)) of the Partnership and that he will not form or become a member of a group of partners having a five percent (5%) or greater interest in the profits of the Partnership under Section 6223(b)(2) of the Code.

ARTICLE XIV

SPECIAL POWER OF ATTORNEY

14.1 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 any one of 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 deem 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, or any conveyances and other instruments necessary to effect the dissolution and termination of the Partnership (provided such continuation, admission or dissolution and termination are in accordance with the terms of this Partnership Agreement), or to reflect any reductions in amount of contributions of Partners.

14.3 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 units except that, where the assignee of the units 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 XV

MEETINGS, VOTING RIGHTS AND NOTICES

15.1 Call of Meetings. Meetings of the Partnership may be called by the General Partners or by Limited Partners whose ownership interest total more than ten percent (10%) of the then outstanding limited partnership interests, for any matters upon which the partners may vote. Upon receipt of a written request, delivered either in person or by registered mail and stating the purpose of the meeting, the Managing General Partner shall provide all partners, within ten (10) days after receipt of such request, written notice, either in person or by registered mail, of a meeting and the purpose of such meeting which will be held not less than fifteen (15) nor more than sixty (60) days after the Managing Partner receives the request. For purposes of voting such a meeting, the Managing General Partner may specify that a failure to appear the meeting shall constitute a vote in accordance with the Managing General Partner's recommendation.

15.2 Sale of Substantially All of the Assets. The sale or other disposition of all or substantially all of the assets of the Partnership may be effected upon the affirmative vote of the General Partners, and the Limited Partners whose ownership interests total fifty percent (50%) or more of the limited partner ownership interests, such vote being taken in writing upon the proposal of the General Partners or of Limited Partners whose ownership interests total ten percent (10%) or more. Any vote of the Limited Partners taken pursuant to this paragraph that meets the requirements hereof for actions hereunder shall be binding upon the interests of all Limited Partners and shall be deemed to express consent of all of the Limited Partners to a sale, exchange or other disposition of all or any part of the Partnership's assets by the General Partners even though such act may make it impossible thereafter to carry on the business of the Partnership and necessitates its termination and dissolution.

15.3 Method for Notices. All notices hereunder shall be sent by certified or registered mail addressed as set forth below the partner's signature (except that any partner may from time to time give notice changing his address for that purpose). Any such notice shall be effective on the date set forth on the receipt of registered or certified mail or on the fifth day after mailing, whichever is earlier.

15.4 Computation of Time. In computing any period of time under this agreement, the day of the act, event or default from which the designated period of time begins to run shall not be

included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE XVI

ARBITRATION

16.1 Submission to Arbitration. The parties hereby submit all controversies, claims and matters of difference to arbitration in Boise, Idaho, according to the rules and practices of The American Arbitration Association from time to time in force, except that insofar as such rules and practices are unenforceable under or are supplemented by the Idaho Rules of Civil Procedure or any other provision of Idaho law then in force, such Wyoming rules and provisions shall govern. This submission and agreement to arbitrate shall be specifically enforceable. Without limiting the generality of the foregoing, the following shall be considered controversies for this purpose: (a) all questions relating to the breach of any obligation, warranty or condition hereunder; (b) all questions relating to any representations, negotiations and other proceedings leading to the execution hereof; (c) failure of any party to deny or reject a claim or demand of any other party; and (d) all questions as to whether the right to arbitrate any questions exists. Arbitration may proceed in the absence of any party if notice of the proceedings has been given to such party. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Idaho Rules of Civil Procedure. All awards may be filed with the clerk of one or more courts, state or federal, having jurisdiction over the party against whom such an award is rendered or his property, as a basis of judgment and of the issuance of execution for its collection. No party shall be considered in default hereunder during the pendency of arbitration proceedings relating to such default.

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 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 unless such sale, offer of sale, transfer, pledge or hypothecation is exempt from registration under the Securities Act of 1933; (c) the General Partner has no obligation to register any partner's interest for sale, or to assist in establishing an exemption from registration for any proposed sale; and (d) the restrictions on transfer may severely affect the liquidity of a partner's investment.

ARTICLE XVIII

MISCELLANEOUS

18.1 Only Agreement. The parties hereto acknowledge that this is the only agreement between them relative to the matters contained herein and that no other representations whether oral or otherwise shall be binding on them unless reduced to writing and signed by the parties hereto.

18.2 Counterparts. This partnership agreement may be executed in several counterparts and all so executed shall constitute one partnership agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

18.3 The terms and provisions of this partnership agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective partners.

18.4 In the event any sentence or paragraph of this partnership agreement is declared by a court of competent jurisdiction to be void, such sentence or paragraph shall be deemed severed from the remainder of the partnership agreement and the balance of the partnership agreement shall remain in effect.

18.5 Paragraph titles or captions contained in this partnership agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend or describe the scope of this partnership agreement nor the intent of any provision hereof.

18.6 Whenever required by the context hereof, the singular shall include the plural, and vice-versa; the masculine gender shall include the feminine and neuter genders, and vice-versa; and the word "person" shall include a corporation, partnership, firm, or other form of association.

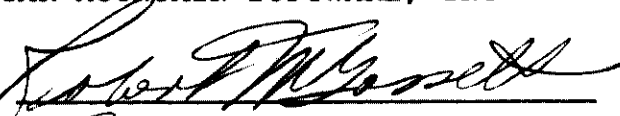

18.7 Notwithstanding the place where this agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the State of Wyoming and the the Uniform Limited Partnership Act of the State of Wyoming as now adopted or as may be hereafter amended shall govern the partnership aspects of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

GENERAL PARTNERS

COUGAR MOUNTAIN SOFTWARE, INC.

By:



ROBERT M. GOSSETT, Individually

LIMITED PARTNERS


ROBERT M. GOSSETT, Original
Limited Partner

SCHEDULE "A"

LIMITED PARTNERS

<u>Name and Address</u>	<u>Contribution</u>	<u>Ownership Interest</u>
Robert M. Gossett 3617 Alpine Boise, Idaho	\$100	.01%