

CERTIFICATE OF LIMITED PARTNERSHIP
OF
INTERMOUNTAIN SATELLITE SYSTEMS

We, the undersigned, desiring to form a limited partnership pursuant to the Uniform Limited Partnership Act as set forth in Title 53, Chapter 2, Idaho Code, of the State of Idaho, do hereby certify:

1. The name of the firm under which the partnership is to be conducted is INTERMOUNTAIN SATELLITE SYSTEMS.

2. The character of the business intended to be transacted by the partnership shall be as follows:

The business of wholesale and retail sales and servicing of TV satellite systems and related services and accessories.

3. The location of the principal place of business shall be at 113 North Washington, Twin Falls, Idaho.

4. The name and place of residence of each general partner interested in the partnership are as follows:

<u>Name</u>	<u>Place of Residence</u>
Don Bailey	1073 Twin Parks Drive Twin Falls, Idaho

The name and place of residence of the limited partner interested in the partnership is as follows:

<u>Name</u>	<u>Place of Residence</u>
Christine Phipps	P.O. Box 3033, Auburn, Calif. 95604

5. The partnership shall exist indefinitely commencing October 1, 1981.

6. The amount of cash and the agreed value of any other property contributed by the limited partner is as follows:

<u>Name</u>	<u>Amount</u>
Christine Phipps	\$20,000.00

7. Limited partner may make such additional contributions to the capital of the partnership as may from time to time be agreed by both the partners.

8. The contribution of the limited partner properly adjusted for profits and losses shall be returned upon dissolution of the partnership.

9. The shares of the profits or the other compensation by way of income that the limited partner shall receive by reason of her contribution is as follows:

Limited Partner shall be entitled to receive a share of the annual net profits equivalent to their proportionate share in the capitalization of the partnership. They shall share losses to the extent of their capital accounts on the same basis.

10. A limited partner shall not have the right to substitute an assignee as limited partner in his place except that the person or persons entitled by will or intestate laws as the case may be shall succeed to all the rights of a limited partner as a substituted limited partner unless said deceased limited partner's interest is purchased by the partnership pursuant to the terms of the partnership agreement.

11. The general partner has discretion to admit additional limited partners with consent of all partners.

12. No limited partner has priority over any other limited partner as to contributions or as to compensation by way of income.

13. The limited partner does not have the right to demand and receive any property other than cash in return for her contribution.

IN WITNESS WHEREOF, the undersigned have executed this certificate this 2nd day of April, 1988.



DONALD BAILEY
General Partner


CHRISTINE PHIPPS
Limited Partner

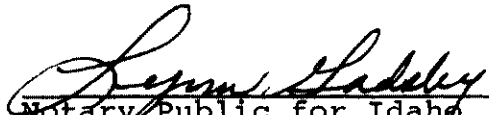
STATE OF IDAHO §
 § ss.
County of Twin Falls §

DON BAILEY, being first duly sworn upon oath,
deposes and says:

That he is the general partner in the above
entitled CERTIFICATE OF LIMITED PARTNERSHIP; that he
has read the foregoing, knows the contents thereof, and
believes the facts stated therein to be true, and correct.


DON BAILEY

SUBSCRIBED AND SWORN to before me this 2nd day
of April, 1982.


Notary Public for Idaho
Residing at Twin Falls

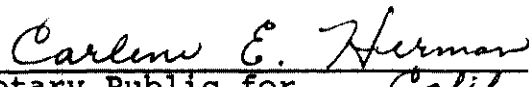
STATE OF Calif. §
 § ss.
County of Placer §

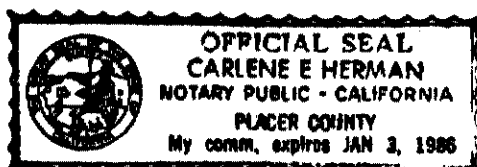
CHRISTINE PHIPPS, being first duly sworn upon
oath, deposes and says:

That she is the limited partner in the above
entitled CERTIFICATE OF LIMITED PARTNERSHIP; that she has
read the foregoing, knows the contents thereof, and
believes the facts stated therein to be true, and correct.


CHRISTINE PHIPPS

SUBSCRIBED AND SWORN to before me this 4th
day of March, 1982.


Notary Public for Calif.
Residing at Auburn



13118 Lincoln Way, Auburn, CA 95603