

CERTIFICATE OF LIMITED PARTNERSHIP

OF

MRI LIMITED PARTNERSHIP

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1. The name of the limited partnership is MRI Limited partnership.

2. The general character of its business is to purchase, lease or otherwise acquire, finance, manage, operate, use, control, hold, sell and otherwise transfer medical diagnostic devices, equipment and accessories, and therapeutic devices, equipment and accessories related to such diagnostic devices and equipment, together with buildings and other facilities associated therewith, and to transact all other business matters incident thereto. The initial diagnostic equipment to be acquired shall be a magnetic resonance imaging device.

3. The name of the registered agent for service of process is Chris J. Anton, whose address is 1055 North Curtis Road, Boise, Idaho 83706.

4. The name and business address of each partner, the designation of each partner as a general partner or a limited partner, and the amount of cash contributed by each partner are as follows:

<u>Name</u>	<u>Address</u>	<u>Contribution</u>
<u>General Partner:</u>		
MRI Associates, an Idaho general partnership	1055 N. Curtis Road Boise, Idaho 83706	\$12,000
<u>Limited Partners:</u>		
Bruce T. Adornato, M.D., Chartered	222 N. 2nd Street #212 Boise, Idaho 83702	\$ 2,500
George R. Allen, M.D.	Route 8, Box 327 Caldwell, Idaho 83605	\$ 2,500
Chris J. Anton	4198 N. Cole Lane Boise, Idaho 83704	\$ 2,500
R. Brent Archibald	999 N. Curtis Road #304 Boise, Idaho 83706	\$ 2,500

S. Hugh Atchley, Jr., M.D.	2900 Leisure Drive Boise, Idaho 83704	\$ 2,500
David W. Bennett	2000 Howard Avenue Caldwell, Idaho 83605	\$ 2,500
John E. Bishop, M.D.	6141 Sterling Drive Boise, Idaho 83703	\$ 5,000
Boise Surgical Group Pension and Profit Sharing Trust - Ediger Division, Ardean J. Ediger, Trustee	999 N. Curtis Road #310 Boise, Idaho 83706	\$ 5,000
Boise Surgical Group Pension and Profit Sharing Trust - Robert B. Montgomery Account, Robert B. Montgomery, Trustee	999 N. Curtis Road #310 Boise, Idaho 83706	\$ 2,500
Robert C. Burton, M.D., and Diana M. Burton	999 N. Curtis Road Boise, Idaho 83706	\$25,000
Patrick J. Cindrich, M.D.	999 N. Curtis Road #505 Boise, Idaho 83706	\$37,500
Paul Collins	206 E. Elm Street Caldwell, Idaho 83605	\$ 2,500
J. Roger Curran, M.D.	4227 Tio Lane Nampa, Idaho 83651	\$ 5,000
J. Roger Curran, M.D., P.A. Profit Sharing Plan, J. Roger Curran, Trustee	4227 Tio Lane Nampa, Idaho 83651	\$ 5,000
Gregory L. Flint	999 N. Curtis Road #416 Boise, Idaho 83706	\$ 2,500
David Giles, M.D.	5748 Becliff Court Boise, Idaho 83704	\$ 7,500
John H. Gordon, M.D., P.A.	6010 Emerald Boise, Idaho 83704	\$ 5,000
Havlina, P.A.	999 N. Curtis Road #505 Boise, Idaho 83706	\$ 7,500

John M. Havlina, Jr., M.D.	999 N. Curtis Road #505 Boise, Idaho 83706	\$10,000
Thomas E. Henson, M.D.	999 N. Curtis Road #506 Boise, Idaho 83706	\$15,000
The Idaho First National Bank, as trustee for the Michael O'Brien, M.D., P.A. Profit Sharing Plan	Trust Division P.O. Box 7928 Boise, Idaho 83707	\$10,000
The Idaho First National Bank, as trustee for the Medical Center Physicians Profit Sharing Plan, for the benefit of Gregory N. Schaefer, M.D.	Trust Division P.O. Box 7928 Boise, Idaho 83707	\$ 2,500
Floyd G. Johnson, M.D. Retirement Trust, Floyd G. Johnson, M.D., trustee	5241 Sorrento Drive Boise, Idaho 83704	\$ 2,500
John G. Kloss and Lois N. Kloss	3058 Selkirk Drive Boise, Idaho 83702	\$ 5,000
John Knochel	8704 Fircrest Drive Boise, Idaho 83704	\$ 7,500
Milton E. Kutsurelis	203 Crestview Drive Nampa, Idaho 83651	\$ 2,500
MedNow, Inc.	1512 12th Avenue Road Nampa, Idaho 83651	\$ 5,000
Robert L. Miller	P.O. Box 637 Hailey, Idaho 83333	\$ 2,500
Robert B. Montgomery and Nancy N. Montgomery	3409 Crescent Rim Drive Boise, Idaho 83706	\$ 2,500
William T. Murray, M.D.	6784 Hollilynn Drive Boise, Idaho 83709	\$ 2,500
Nampa Radiologists P.A. Retirement Plan - John Truska Account, John Truska, trustee	1512 12th Avenue Road Nampa, Idaho 83651	\$ 2,500

Nampa Radiologists Retirement Trust - Donald Rau Account, Donald G. Rau, trustee	3410 Ginger Lane Nampa, Idaho 83651	\$ 3,750
Ronald J. O'Reilly, M.D.	2807 Crescent Rim Drive Boise, Idaho 83706	\$ 7,500
Avery D. Pratt, Jr., M.D., Chartered	7830 Crestwood Drive Boise, Idaho 83704	\$ 5,000
James M. Prochaska, M.D.	2304 Ribier Meridian, Idaho 83642	\$ 5,000
James M. Prochaska, M.D., P.A.	2304 Ribier Meridian, Idaho 83642	\$ 5,000*
Donald G. Rau and Barbara A. Rau	3410 Ginger Lane Nampa, Idaho 83651	\$ 2,500
Rau Enterprises, an Idaho limited partnership	3410 Ginger Lane Nampa, Idaho 83651	\$ 1,250
Frank A. Roberts, M.D.	1701 N. 21st Street Boise, Idaho 83702	\$ 2,500
Rock Creek Radiology, Inc.	P.O. Box AB Twin Falls, Idaho 83303	\$ 2,500
Douglas M. Rogers	6221 Duck Lane Nampa, Idaho 83651	\$ 2,500
Saint Alphonsus Radiology Group, an Idaho general partnership	1055 N. Curtis Road Boise, Idaho 83706	\$10,000
Saint Alphonsus Regional Medical Center, Inc.	1055 N. Curtis Road Boise, Idaho 83706	\$22,500
G. N. Schaefer, M.D.	3719 Clifton Way Nampa, Idaho 83651	\$ 2,500
Delbert E. Scott, M.D.	3742 Trail Circle Boise, Idaho 83704	\$ 7,500
Beverly P. Smith	7108 El Caballo Boise, Idaho 83704	\$ 5,000
H. Theodore Thoreson	999 N. Curtis Road #205 Boise, Idaho 83706	\$ 2,500

Max D. Walker                                      718 Crestview Drive                                      \$ 2,500  
Nampa, Idaho 83651

Richard W. Wilson                                      1565 Promontory Road                                      \$15,000  
Boise, Idaho 83702

5. The partners each have contributed the amount of cash set out beside their respective names in Paragraph 4 of this Certificate. No partner has contributed any other property, labor, or services as of the date of this Certificate.

6. The limited partners each have agreed to make an additional contribution to the limited partnership on August 15, 1985 in amounts equal to three (3) times the amount set out beside their respective names in Paragraph 4 of this Certificate.

7. The assignee of a limited partner's interest in the limited partnership will become a substituted limited partner upon complying with three (3) conditions:

- (i) The general partner's consent to the transfer of the limited partner's interest is either unnecessary or given;
- (ii) The assignee's written agreement to be bound by the terms and provisions of the Limited Partnership Agreement; and
- (iii) The assignee's grant to the general partner of the power of attorney contained in Article 7 of the Limited Partnership Agreement, as described in Paragraph 13 below.

The general partner's consent is necessary for any transfer of a limited partner's interest, except for transfers by gift, will or intestate succession. The general partner has absolute discretion about whether to give its consent to any transfer of a limited partner's interest for which its consent is necessary.

8. Without the consent of the general partner, no limited partner will have any right to withdraw from the limited partnership or make demand for withdrawal or return of any capital contribution to the limited partnership. In the event that the assignee of a limited partner's interest in the limited partnership becomes a substituted limited partner pursuant to the procedure described in Paragraph 7, the assignor's status as a limited partner will be terminated effective upon such substitution. The Limited Partnership Agreement does not address the general partner's withdrawal from the limited partnership.

9. The partners have the right to receive, during the continuance of the limited partnership, distributions of the

limited partnership's net cash flow. The Limited Partnership Agreement defines "net cash flow" to mean the cash on hand at the beginning of a fiscal year plus total cash receipts of the limited partnership for such fiscal year (excluding capital contributions for such fiscal year) from which there shall be deducted:

- (i) All current operating expenses of the limited partnership (excluding any expense not involving a cash expenditure, such as any amount charged for depreciation);
- (ii) All payments made on the limited partnership's obligations during such fiscal year;
- (iii) Any amount spent by the limited partnership for capital expenditures during such fiscal year;
- (iv) The amounts due during such fiscal year to the partners (principal and interest) on any loans made to the limited partnership; and
- (v) A reserve for working capital, the amount of which shall be determined by the general partner in its absolute discretion.

Unless and until the limited partners have received cash distributions from net cash flow equal to their total capital contributions to the limited partnership, the general partner shall distribute net cash flow among the partners in the following proportions (hereinafter referred to as "sharing ratios") not later than 120 days after the end of each fiscal year:

general partner	1%
limited partners	99%

After the limited partners have received cash distributions from net cash flow equal to their total capital contributions to the limited partnership, the general partner shall distribute net cash flow among the partners in the following sharing ratios not later than 120 days after the end of each fiscal year:

general partner	30%
limited partners	70%

At all times, the net cash flow distributed to the limited partners collectively shall be distributed among the various limited partners in the same relationship of the amounts of their respective capital contributions to the limited partnership, as set forth in Paragraph 4.

Notwithstanding anything in this Paragraph 9 to the contrary, the proceeds remaining from the liquidation of the assets of the limited partnership and after payment of expenses incurred in connection with such liquidation, shall be applied in the following order:

- (i) To the payment of the debts and liabilities of the limited partnership owing to the creditors other than partners of the limited partnership;
- (ii) To the payment of debts and liabilities owing to partners other than for capital or share of net profits;
- (iii) To the repayment of each partner of the credit balance of such partner's capital account in the limited partnership;
- (iv) To the payment of the partners of any amount necessary, when added to all prior cumulative distributions of net cash flow as described above, to equal the total capital contributions made to the limited partnership; and
- (v) Any funds, proceeds or assets thereafter remaining shall be distributed to the partners in the same proportion as the second sharing ratio set out above in this Paragraph 9.

10. During the existence of the limited partnership, no partner shall receive a return of such partner's capital in any manner, other than with the consent of the general partner.

11. The limited partnership is to be dissolved and its affairs wound up upon the first to occur of the following events:

- (i) The expiration of the term of the limited partnership on December 31, 2015;
- (ii) The sale or disposition of all or substantially all of the business of the limited partnership;
- (iii) The dissolution of the general partner; or
- (iv) The general partner's determination, at any time and in its sole discretion, that it is necessary or desirable to terminate the business of the limited partnership for any reason whatsoever, which determination shall be deemed made by the giving of notice thereof to the limited partners.

12. The Limited Partnership Agreement does not provide the right of any remaining general partner or the limited partners to continue the business on the happening of an event of withdrawal of the general partner.

13. Each of the limited partners, pursuant to Section 19 of the Limited Partnership Agreement, has constituted and appointed the general partner such limited partner's true and lawful attorney in such limited partner's name, place, and stead, to make, execute, acknowledge, file and record this Certificate of Limited Partnership and any amendment thereto, the Certificate of Assumed Business Name, and any amendment thereto, and any other document or instrument as may be required by the laws of the State of Idaho or of any other states in which the limited partnership may conduct business or maintain offices from time to time.

IN WITNESS WHEREOF, on its own behalf and pursuant to the limited power of attorney vested in the undersigned to execute this Certificate of Limited Partnership MRI Limited partnership on behalf of the other partners pursuant to Article 7 of the Limited Partnership Agreement dated August 2, 1985, the undersigned has executed this Certificate of Limited Partnership of MRI Limited Partnership as of this 2nd day of August, 1985.

MRI ASSOCIATES, an Idaho  
general partnership

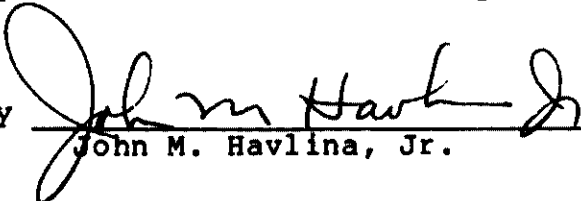
By   
John M. Havlina, Jr.

BRUCE T. ADORNATO, M.D., CHARTERED;  
GEORGE R. ALLEN, M.D.; CHRIS J.  
ANTON; R. BRENT ARCHIBALD; S. HUGH  
ATCHLEY, JR., M.D.; DAVID W.  
BENNETT; JOHN E. BISHOP, M.D.;  
BOISE SURGICAL GROUP PENSION AND  
PROFIT SHARING TRUST - EDIGER  
DIVISION, ARDEAN J. EDIGER, TRUSTEE;  
BOISE SURGICAL GROUP PENSION AND  
PROFIT SHARING TRUST - ROBERT B.  
MONTGOMERY ACCOUNT, ROBERT B.  
MONTGOMERY, TRUSTEE; ROBERT C.  
BURTON, M.D., AND DIANA M. BURTON;  
PATRICK J. CINDRICH, M.D.; PAUL  
COLLINS; J. ROGER CURRAN, M.D.; J.  
ROGER CURRAN, M.D., P.A. PROFIT  
SHARING PLAN, J. ROGER CURRAN,  
TRUSTEE; GREGORY L. FLINT; DAVID



GILES, M.D.; JOHN H. GORDON, M.D.,  
P.A.; HAVLINA, P.A.; JOHN M.  
HAVLINA, JR., M.D.; THOMAS E.  
HENSON, M.D.; THE IDAHO FIRST  
NATIONAL BANK AS TRUSTEE FOR THE  
MICHAEL O'BRIEN, M.D., P.A. PROFIT  
SHARING PLAN; THE IDAHO FIRST  
NATIONAL BANK, AS TRUSTEE FOR THE  
MEDICAL CENTER PHYSICIANS PROFIT  
SHARING PLAN, FOR THE BENEFIT OF  
GREGORY N. SCHAEFER, M.D.; FLOYD G.  
JOHNSON, M.D. RETIREMENT TRUST,  
FLOYD G. JOHNSON, M.D., TRUSTEE;  
JOHN G. KLOSS AND LOIS N. KLOSS;  
JOHN KNOCHER; MILTON E. KUTSURELIS;  
MEDNOW, INC.; ROBERT L. MILLER;  
ROBERT B. MONTGOMERY AND NANCY N.  
MONTGOMERY; WILLIAM T. MURRAY, M.D.;  
NAMPA RADIOLOGISTS P.A. RETIREMENT  
PLAN - JOHN TRUSKA ACCOUNT, JOHN  
TRUSKA, TRUSTEE; NAMPA  
RADIOLOGISTS RETIREMENT TRUST -  
DONALD RAU ACCOUNT, DONALD G. RAU,  
TRUSTEE; RONALD J. O'REILLY, M.D.;  
AVERY D. PRATT, JR., M.D.,  
CHARTERED; JAMES M. PROCHASKA, M.D.;  
JAMES M. PROCHASKA, M.D., P.A.;  
DONALD G. RAU AND BARBARA A. RAU;  
RAU ENTERPRISES, AN IDAHO LIMITED  
PARTNERSHIP; FRANK A. ROBERTS,  
M.D.; ROCK CREEK RADIOLOGY, INC.;  
DOUGLAS M. ROGERS; SAINT ALPHONSUS  
RADIOLOGY GROUP, AN IDAHO GENERAL  
PARTNERSHIP; SAINT ALPHONSUS  
REGIONAL MEDICAL CENTER, INC.;  
G. N. SCHAEFER, M.D.; DELBERT E.  
SCOTT, M.D.; BEVERLY P. SMITH;  
H. THEODORE THORESON; MAX D.  
WALKER; RICHARD W. WILSON

By MRI ASSOCIATES, attorney in fact

By   
John M. Havlina, Jr.