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STATE OF IDAHO

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**CANYON PHYSICAL THERAPY AND
SPORTS MEDICINE LIMITED PARTNERSHIP**

LIMITED PARTNERSHIP CERTIFICATE

THE LIMITED PARTNERSHIP CERTIFICATE with respect to THE CANYON PHYSICAL THERAPY AND SPORTS MEDICINE LIMITED PARTNERSHIP, an Idaho Limited Partnership, is executed in accordance with the requirements of Section 53-208, Idaho Code.

1. Name. The name under which the Partnership is and shall be conducted is:

"THE CANYON PHYSICAL THERAPY AND SPORTS MEDICINE
LIMITED PARTNERSHIP"

2. Character of Business. The general character of the business which may be transacted by the Partnership is to engage in the ownership and operation of a clinic and rehabilitation facility for providing treatment and therapy to patients on an out-patient basis.

3. Registered Agent. The name and address of the registered agent for service of process required to maintained by Section 53-204, Idaho Code, is:

Canyon Athletic Club, Inc.
1009 W. Hemingway Boulevard
Nampa, Idaho 83651

4. Name and Addresses of Partners. The name and business address of each of the Partners is:

<u>Name</u>	<u>Business Address</u>	<u>Partnership Status</u>
Canyon Athletic Club, Inc.	1009 W. Hemingway Blvd. Nampa, Idaho 83651	General
Ann T. Murdoch	827 Balsam Street Boise, Idaho 83706	Limited

5. Contributions to Capital. The amount of cash contributed by each Partner to the Partnership is:

<u>Partner</u>	<u>Partnership Status</u>	<u>No. of Units Purchased</u>	<u>Contribution For Each Unit</u>	<u>Total Contribution</u>
Ann T. Murdoch	Limited	2	\$3,000.00	\$6,000.00
Canyon Athletic Club, Inc.	General	0	0	The General Partner shall make no contribution of cash or other property or services

6. Additional Contributions. No Partner has any obligation to make any additional contribution to the Partnership beyond that specified in Section 5, above.

7. Transfer of Limited Partnership Interest. A Limited Partner shall have the power to assign all or any portion of his Limited Partnership Interest upon the following terms and conditions:

(a) The General Partner shall have previously consented to such transfer in writing (which consent shall not be unreasonably withheld) except that the General Partner agrees to consent to the following transfers provided that all of the terms and conditions hereafter stated are satisfied:

(I) Transfer to another Partner of the Partnership;

(II) A gift to a parent, spouse, lineal descendant, brother or sister of a Limited Partner, or in trust for any such person or for himself;

(III) Succession or testamentary disposition upon the death of a Limited Partner;

(iv) Transfer to a spouse or former spouse pursuant to an agreement or decree for division of community property upon marital dissolution or legal separation;

(v) Transfer to the former partners upon dissolution of a Partner which is itself a partnership;
or

(vi) In the case of a corporate Limited Partner, transfer to any parent, subsidiary or corporation the stockholders of which are the same as the Limited Partner.

(b) Except as specifically provided to the contrary in subparagraphs (a)(i) through and including (vi), above, a Limited Partner shall not dispose of, transfer, sell, encumber, pledge or assign (hereafter "transfer or encumbrance") all or any portion of his Limited Partnership interest unless the same is first offered for sale to the Partnership and the remaining Partners in the manner hereafter provided. Any purported or attempted transfer or encumbrance of all or any portion of a Limited Partnership interest in violation of the terms of this Agreement shall be void and of no force or effect and the Partnership shall have the right not to recognize such transfer or encumbrance and, further, the Partnership shall have the right to elect that such prohibited transfer or encumbrance shall irrevocably constitute an offer to sell the same to the Partnership for the sum of \$1,000.00. The prior written consent of all other Partners to a transfer or encumbrance shall render inapplicable the provisions of this subsection requiring an offer to the Partnership and the remaining Partners to sell; provided that as a condition of such consent, the Partnership and/or the other Partners shall have the right to impose such terms and conditions as it or they, in their sole discretion, deem necessary, including, but not not limited to, the right to redeem the Partnership interest from an encumbrancer for the amount of the debt, a limitation on the amount of the encumbrance, and similar protections. Notwithstanding such consent to a transfer or encumbrance, the Limited Partnership interest, or a portion thereof, transferred or encumbered, and the transferee or encumbrancer, shall remain subject to the terms of this Agreement. The procedures required to be followed in connection with a transfer or encumbrance are as follows:

(i) Requirement of Offer. In the event a Limited Partner ("Offering Limited Partner") desires to transfer or encumber all or any portion of his Limited Partnership interest, he shall first make an offer to the Partnership and to the Partners ("Remaining Partners"), including the General Partner, which offer shall consist of an offer to sell the Limited Partnership interest, or portion thereof, desired to be transferred or encumbered, to which shall be attached a statement

of intention to transfer or encumber, as the case may be, the name and address of the prospective purchaser or lienor, and the terms of said transfer or encumbrance.

(II) Exceptance of Offer. Within thirty (30) days after the receipt of such offer, the Partnership may, at its option, elect to purchase all, but not less than all, of the Partnership Interest, or portion thereof, desired to be transferred or encumbered by the Offering Limited Partner. If the offer is not accepted by the Partnership, the Remaining Partners may, within forty-five (45) days after receipt of such offer, at their option, purchase all, but not less than all, of the Partnership Interest desired to be transferred or encumbered by the Offering Partner. Each of the Remaining Partners shall have the right to purchase his proportionate percentage of the Limited Partnership Interest offered. The term "proportionate percentage" shall mean that percentage of the Limited Partnership Interest desired to be transferred or encumbered which the Partnership Interest owned by the Remaining Partner bears to the total of the Partnership Interests owned by all of the Remaining Partners. If any portion of the Limited Partnership Interest desired to be transferred or encumbered by the Offering Partner is not purchased by the Remaining Partner first entitled thereto, the term "proportionate percentage" shall include that percentage of the Limited Partnership Interest not purchased by the Remaining Partner first entitled thereto which the Partnership Interest owned by the Remaining Partner bears to the total of the Partnership Interests owned by all Remaining Partners other than the Remaining Partner first entitled to purchase.

(III) Notice of Exercise. The Partnership shall exercise its option to purchase by giving written notice thereof to the Offering Partner and to the Remaining Partners. The Remaining Partners shall exercise their option(s) to purchase by giving written notice thereof to the Offering Partner and to the Partnership. The written notice given pursuant hereto shall specify a date for the closing of the purchase which shall be not more than fifteen (15) days after

the date of the giving of the written notice exercising the option. The purchase price to be paid and the terms of the sale shall be as set forth below.

(iv) Purchase Price and Terms--Transfer. The purchase price and the terms of purchase with respect to the Limited Partnership interest, or portion thereof, desired by an Offering Partner to be transferred, shall be the same as set forth in the offer received by the Offering Partner desiring to transfer said interest. As used herein, "offer received" shall mean a bona fide written offer from a third party which the Offering Partner desires to accept.

(v) Purchase Price and Terms--Encumbrance. If the right to purchase arises because of the desire of an Offering Partner to encumber all or any portion of his Limited Partnership interest, the purchase price to be paid by the Partnership or the Remaining Partners, as the case may be, shall be the lesser of (1) the amount of the loan for which said Limited Partnership interest is to be pledged as security, or (2) the book value of said Limited Partnership interest as determined by the independent public accountant regularly employed by the Partnership or, if there is none, an independent certified public accounting firm agreed upon by a majority of the Partners. The determination made by said accountant shall be binding and conclusive upon the parties. Determination of the book value shall be made in accordance with generally accepted accounting practices, consistently applied. The full purchase price for the Limited Partnership interest sought to be encumbered shall be paid at the date of the closing. As used herein, "loan" shall mean a bona fide loan by an institutional lender as evidenced by a written loan commitment signed by such lender.

(vi) Closing of Purchase. At the closing of the purchase, the Offering Partner selling all or any portion of his Limited Partnership interest shall deliver to the purchaser, in exchange for payment, an assignment of the Limited Partnership interest being sold, properly and duly executed and acknowledged.

(vii) Release from Restriction. If the offer to sell the Limited Partnership Interest is not accepted by the Partnership or the Remaining Partners, the Offering Partner may make a bona fide transfer or encumbrance to the prospective purchaser or lienor named in the statement attached to the offer, which sale or encumbrance shall be made only in strict accordance with the terms therein stated. However, if the Offering Partner shall fail to make such transfer or encumbrance within sixty (60) days following the expiration of the time hereinabove provided for the exercise of the option to purchase by the Remaining Partners, said Partnership Interest shall again be subject to all of the restrictions of this Agreement. Nothing herein contained shall relieve the Offering Partner from the obligations or restrictions contained in subsection (c), of this Section, and no transfer or encumbrance shall be permitted unless there has been full compliance with the provisions of said subsection (c).

(viii) Specific Performance. The parties acknowledge and agree that it is and will be impossible to measure in money the damages which will accrue to the Partnership or the Remaining Partners by reason of the failure of an Offering Partner to comply with the provisions of this Agreement with respect to transfer and encumbrance of all or any portion of a Limited Partnership Interest. Therefore, if any party shall institute any action or proceeding to enforce said provisions, any person (including the Partnership) against whom such action or proceeding is brought, hereby waives the claim or defense that such party has an adequate remedy at law, and such person(s) shall not urge in any such action or proceeding the claim or demand that such remedy at law exists, it being agreed that the restrictions herein concerning transfer or encumbrance may be specifically enforced.

(c) Notwithstanding the provisions of subparagraphs (a) and (b), above, no transfer or other disposition of the Interest of a Limited Partner shall be permitted until the General Partner shall have received an opinion of counsel, or other evidence, satisfactory to it that such transfer or disposition would not:

(I) Result in a violation of the Securities Act of 1933;

(II) Require the Partnership to register as an investment company under the Investment Company Act of 1940;

(III) Require the Partnership, the General Partner to register as an investment advisor under the Investment Advisors Act of 1940;

(iv) Result in a termination of the Partnership for Federal or State income tax purposes; or

(v) Result in a violation of any law, rule or regulation by the Limited Partner, the Partnership, the General Partner.

8. Termination of Interest. No Partner has the right to elect nor is there any agreement upon any events which will entitle a Partner to terminate his membership in the Limited Partnership.

9. Receipt of Distributions. No Partner shall have any right to demand a distribution of property, including cash, from the Partnership, except a distribution made to all partners pursuant to the terms of the Limited Partnership Agreement.

10. Return of Capital Contribution. The General Partner has the right to make distributions to the Partners, including a return of all or any part of the Partners' capital contributions, provided that said distributions are made to and among the Partners in accordance with their respective pro-rata shares of profits and losses as set forth in the Limited Partnership Agreement; provided that no distributions of Distributable Income (as defined in the Limited Partnership Agreement) shall be made to the General Partner until all the Limited Partners have been paid distributions of Distributable Income equal to their capital contributions to the Partnership.

11. Termination of Partnership. The Partnership shall be terminated and dissolved and its affairs wound up:

(a) On the election by the General Partner;

(b) The sale of all or substantially all of the assets of the Partnership, and distribution of the proceeds to the Partners;

(c) The retirement, removal, bankruptcy, dissolution or withdrawal of the General Partner, unless a majority of the Limited Partners representing at least sixty percent (60%) of the Capital Contribution in the Partnership made by all Limited Partners elect, within ninety (90) days from the date of said occurrence, to continue the Partnership and designate a substitute general partner as General Partner; and

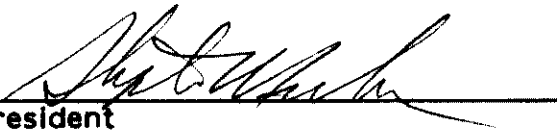
(d) Upon the written agreement signed by all Partners to dissolve the Partnership.

12. Continuation of Partnership by Remaining General Partners. In the event there is more than one (1) General Partner, the remaining General Partner(s) shall have the right to continue the business of the Partnership if one (1) of the General Partners withdraws from the Partnership.


EXECUTED this 21st day of January, 1988.

GENERAL PARTNER:

CANYON ATHLETIC CLUB, INC.

By 
President

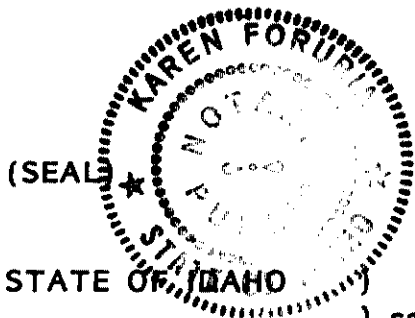
LIMITED PARTNER:


ANN T. MURDOCH

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of January, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared C. STEPHEN MURDOCH, known to me to be the President of CANYON ATHLETIC CLUB, INC., an Idaho Corporation, the Corporation that executed the foregoing instrument or the persons who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

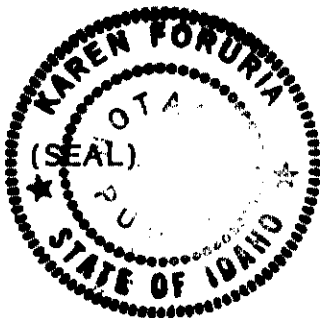


STATE OF IDAHO)
) ss.
County of Ada)

Karen Foruria
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8/1/91

On this 21st day of January, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared ANN T. MURDOCH, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Karen Foruria
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 8/1/91