

AMENDED AND RESTATED
CERTIFICATE OF ORGANIZATION
OF
KOOTENAI CLINIC, LLC

FILED EFFECTIVE

2014 MAR 31 AM 9:17

This Amended and Restated Certificate of Organization of Kootenai Clinic, LLC ("Company") forms a limited liability company under the Idaho Limited Liability Company Act, and supersedes the Certificate of Organization originally filed with the Secretary of State of Idaho on December 13, 2011.

1. **Name.** The name of the limited liability company formed is KOOTENAI CLINIC, LLC.

2. **Business Address.** The street address of the principal place of business and mailing address of the Company is 2003 Lincoln Way, Coeur d'Alene, ID 83814.

4. **Registered Agent.** The Company's registered agent is Jon Ness whose physical location and mailing address is 2003 Lincoln Way, Coeur d'Alene, ID 83814.

5. **Effective Date.** This Certificate of Formation is effective upon filing.

6. **Name and Address of Sole Member and Manager.** The sole Member and Manager of the Company is Kootenai Hospital District, an Idaho hospital district, whose physical location is 2003 Lincoln Way, Coeur d'Alene, ID 83814.

7. **Purpose.** The nature of the activities to be conducted, or the purposes to be promoted or carried out, by the Company are:

A. To further the charitable purposes of the Kootenai Hospital District by establishing and operating a nonprofit organization that provides healthcare for the public good exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 ("Code") (or any corresponding provision of any future federal tax law), and be in accordance with the authority and the limitations of Article VIII, Section 3C, Idaho Constitution, and the laws governing or regulating the Company within the state of Idaho.

B. To do any other act or thing incidental to or connected with the foregoing purposes for any other lawful purpose, or in advancement thereof, but not for the pecuniary profit or financial gain of its Member or Manager, except as permitted by law.

8. **Qualification of Members.** The Members of the Company shall be restricted to an organization or organizations qualifying as an exempt organization under Section 501(c)(3) of the Code (and any corresponding provisions of any superseding federal revenue law), or governmental units or wholly owned instrumentalities of a state or political subdivision thereof. If any Member ceases at any time to be an organization qualifying as an exempt organization under Section 501(c)(3) of the Code (and any corresponding provisions of any superseding

AMENDED AND RESTATED
CERTIFICATE OF ORGANIZATION-1

IDAHO SECRETARY OF STATE
03/31/2014 05:00
CK: 317144 CT: 288773 BH: 1417776
1 e 30.00 = 30.00 ARAOLLC # 2

W108983

federal revenue law), or governmental unit or wholly owned instrumentality of a state or political subdivision thereof, such event shall be an event of dissociation. In such event, the dissociated Member shall forfeit its interest in the Company within ninety (90) days of the date of the event causing dissociation, and such dissociated Member shall receive no distribution of any assets of the Company.

9. Prohibited Transfers. No transfer shall be made by any Member of the whole or part of its interest in the Company unless the transferee is a qualified Member, as defined in Section 8, above. No Person shall be admitted as an additional or substitute Member of the Company without the prior written consent of the Manager. Transfers in violation of the provisions hereof shall be null and void and of no effect for any purpose.

10. Restrictions on Transfer of Assets. The Company, interests in the Company (other than a membership interest), or the Company's assets may only be availed of or transferred (whether directly or indirectly) to a non-Member, other than an organization or organizations qualifying as exempt organization(s) under Section 501(c)(3) of the Code (or any corresponding provision of any future federal tax law) or governmental unit or wholly owned instrumentality of a state or political subdivision thereof, if such assets are exchanged for fair market value as part of an arm's length transaction.

11. Dissolution. Upon the dissolution of the Company, the Manager shall, after paying or making a provision for the payment of all of the liabilities of the Company, distribute all of the assets of the Company exclusively for the purposes of the Company to the Members, or, in the event, all Members have ceased to qualify as an exempt organization or organizations under Section 501(c)(3) of the Code (or the corresponding provision of any future federal revenue laws), or government unit or or wholly owned instrumentality of a state or political subdivision thereof, to an organization or organizations organized and operated exclusively for exempt purposes, which at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code (or the corresponding provision of any future federal revenue laws), as the Manager shall determine. Any of the Company's assets not so disposed of shall be distributed by a judgment of the Superior Court of Kootenai County, Idaho, to an organization or organizations qualifying as an exempt organization(s) under Section 501(c)(3) of the Code (or the corresponding provision of any future federal revenue laws) whose purposes are exclusively for one or more of the exempt purposes of the Company under Section 501(c)(3) of the Code.


12. Amendment. The Members may amend this Agreement in writing at any time; provided, however, that any amendment to this Agreement or the Certificate shall be consistent with Section 501(c)(3) of the Code (or any corresponding provision of any future federal tax law), and be in accordance with the authority and the limitations of Article VIII, Section 3C, Idaho Constitution.

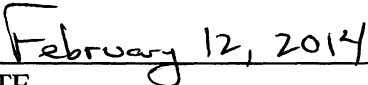
13. Non-Profit. The Company is non-profit, and the Company is prohibited from merging with or converting into, a for-profit entity. No part of the assets, income, profits, or net earnings of the Company shall inure to the benefit of or be distributable to any private individual or entity, except that the Company shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Company affecting one or more of its purposes set forth in Section 7, above, and to make payments and distributions of the assets, income, profits, and net earnings of the Company in furtherance of the purposes set forth in Section 7, above, to any Member that qualifies as an exempt organization under 501(c)(3) of the Code (and any corresponding provisions of any superseding federal revenue law), or any governmental unit or wholly owned instrumentality of a state or political subdivision thereof. On dissolution of the Company, its assets shall be distributed in accordance with Section 11, above.

14. Enforcement of Rights. Each Member hereby agrees to expeditiously and vigorously enforce all such Member's rights in the Company and shall pursue all legal and equitable remedies to protect such Member's interests in the Company.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Organization as of the date set forth below.

KOOTENAI HOSPITAL DISTRICT

By: 
Name: Ronald B. Lahner


DATE

I:\SPODOCS\15116\01853\CORP\1250205