

CERTIFICATE OF LIMITED PARTNERSHIP

OF

IDAHO FALLS CLINIC LIMITED PARTNERSHIP

STATE OF IDAHO                    )  
                                      ) ss.  
County of Bonneville        )

We, the undersigned, desiring to form a Limited Partnership, pursuant to the provisions of Chapter 2, Title 53 of the Idaho Code, as amended, do hereby certify as follows:

1. The name of the partnership is IDAHO FALLS CLINIC LIMITED PARTNERSHIP.

2. The general nature of the partnership business is to purchase, develop, build, own, lease, operate, and manage a medical building and medical equipment.

3. The name and address of the agent for service of process upon the partnership shall be Dona Bybee, 798 S. Boulevard, Idaho Falls, Idaho 83401.

4. The names and business addresses of each general and limited partner are as follows:

GENERAL PARTNER

PLACE OF BUSINESS

Idaho Falls  
Clinic, P.A.

798 S. Boulevard  
Idaho Falls, Idaho 83401

LIMITED PARTNERS

PLACE OF BUSINESS

PLACE OF RESIDENCE

L. K. Krantz, II, M.D.

798 S. Boulevard  
Idaho Falls, ID 83401

2811 Glenwood Dr.  
Idaho Falls, ID 83401

James M. David, M.D.

798 S. Boulevard  
Idaho Falls, ID 83401

926 8th Street  
Idaho Falls, ID 83401

Margaret Wagner, M.D.

798 S. Boulevard  
Idaho Falls, ID 83401

595 W. Ridge  
Idaho Falls, ID 83401

Alan G. Avondet, M.D.

798 S. Boulevard  
Idaho Falls, ID 83401

580 Tyson  
Idaho Falls, ID 83401

5. A description of the agreed value of the capital contributions of each partner is as follows:

<u>General Partners</u>	<u>General Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>	<u>Description of Capital</u>
Idaho Falls Clinic, P.A.	5	5%	10,000.00	Cash
<u>Limited Partners</u>	<u>Limited Partnership Units</u>	<u>Percent of Interest</u>	<u>Amount of Capital</u>	<u>Description of Capital</u>
L. K. Krantz, II, M.D.	23.75	23.75%	10,000.00	Cash
James M. David, M.D.	23.75	23.75%	10,000.00	Cash
Margaret Wagner, M.D.	23.75	23.75%	10,000.00	Cash
Alan G. Avondet, M.D.	23.75	23.75%	10,000.00	Cash

6. There is no requirement for making additional contributions by any partner.

7. A partner may assign all or a portion of the partnership interest of said partner under the following conditions:

a. All partners unanimously approve said assignment and the proposed assignee consents to such assignment; and

b. The assignee shall execute and deliver such instruments, in the form and substance satisfactory to the partners, as required by the Limited Partnership Agreement or as the partners shall otherwise deem necessary or desirable to cause the assignee to become a substitute limited partner; and

c. The assignee shall pay all reasonable expenses in connection with admission as a substituted limited partner, including but not limited to, the cost of preparation and filing of any Amendment of the Limited Partnership Agreement, Certificate of Limited Partnership and Partnership Buy-Out Agreement; and

d. The assignee shall be bound by and become a party to the Partnership Agreement and be bound by all terms of such agreement.

8. No partner of the partnership can assign, encumber, give, pledge, transfer, devise, bequeath or in any manner terminate or transfer all or any portion of his partnership interest except pursuant to the terms of the Limited Partnership Agreement of the General and Limited Partners of Idaho Falls Clinic, P.A., Limited Partnership. The Limited Partnership Agreement provides for the partnership or remaining partners to purchase the terminating partner's interest for a value as determined in accordance with the terms of the said Agreement with the purchase price to be paid over an extended term. The exact terms and conditions are found in the Limited Partnership Agreement referred to herein and a copy of said Agreement is held by the registered agent of the partnership.

9. No partner has the right to receive distributions of property or cash except upon termination of a partnership interest or in liquidation of the partnership.

10. No partner has the right to receive distributions which include a return of all or any part of a partner's contribution. The partners by majority vote have the right to determine what distributions will be made to the partners.

11. The partnership is to be dissolved and its affairs wound up upon the written agreement of all partners or the death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, insanity, liquidation, merger or dissolution of any partner.

12. In the event of dissolution of the partnership, instead of winding up, the partnership may be continued under the following conditions:

a. The partnership or remaining partners may purchase the interest of the terminating partner and the partnership reformed on that basis; or

b. An assignment is approved under the provisions of paragraph 7, above.

Dated this 23rd day of April, 1985, at Idaho Falls, Idaho.

IDAHO FALLS CLINIC, P.A.

By: L. K. Krantz, Jr. President  
L. K. Krantz, Jr., President

L. K. Krantz II M.D.

L. K. Krantz, II, M.D.

James M. David M.D.

James M. David, M.D.

Margaret Wagner M.D.

Margaret Wagner, M.D.

Alan G. Avondet

Alan G. Avondet, M.D.

SUBSCRIBED and sworn to before me this 23<sup>rd</sup> day  
of April, 1985.

(Seal)

Sarah M. Reynolds  
Notary Public for Idaho  
Residing at: Idaho Falls, Idaho  
My Commission Expires: Lifetime

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