

FILED EFFECTIVE

**Certificate of Limited Partnership
of the
Austin Yeomans Williams
Limited Partnership**

2007 JAN 15 10:14 AM
SECRETARY OF STATE
STATE OF IDAHO

This Limited Partnership Agreement, made and entered into as of the 29
day of December, 2006, at Twin Falls, Idaho, by the following, herein
called "General Partners":

Braces "R" Us Orthodontics

and by the following, hereinafter referred to as "Limited Partners":

Troy Williams Trust
Judith Williams Trust

WITNESSETH:

1. Name. The name of this Limited Partnership is THE Austin Yeomans Williams LIMITED PARTNERSHIP.
2. Business. The general character of the Partnership business shall be to Orthodontics, and conduct a general business as thereto related.
3. Principal Place of Business. The location of the principal place of business of the Partnership is Kimberly, Twin Falls county, Idaho.
4. Registered Agent and Office. The registered agent for this Limited Partnership is Troy Williams. The street address of the registered agent and the registered office is 1431 North fillmore Street Suite 100, Twin Falls, Idaho.
5. The Partners. The General Partners and Limited Partners of this Limited Partnership are as follows:

GENERAL PARTNERS:
Place of Business:

IDAHO SECRETARY OF STATE
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Braces "R" Us Orthodontics
1431 North Fillmore Street Suite 100, Twin Falls, Idaho, 83301

LIMITED PARTNERS:

Place of Residence:

Troy Williams Trust
1431 North Fillmore Street Suite 100, Twin Falls, Idaho, 83301

Judith Williams Trust
1431 North Fillmore Street Suite 100, Twin Falls, Idaho, 83301

6. Term. The Partnership shall begin on the 29 day of December, 2016, and shall continue for 25 years thereafter unless sooner dissolved by law or by agreement of the parties hereto or unless extended by a majority agreement of the Partners.

7. Additional Contributions. No additional contributions of the Limited Partners have been agreed upon.

8. Return of Contributions. No Limited Partner shall be entitled to withdraw or demand the return of any part of such Partner's capital contribution except upon dissolution of the Partnership.

9. Profits. All annual net profits of the Partnership shall be divided among the General and Limited Partners in the same proportions as the Partners' then capital interest accounts, unless retained for the Partnership investment and business activities.

10. Assignments. A Limited Partner shall have the right to sell such Partner's interest in the Partnership but only after such Limited Partner gives to the Partnership a 120-day opportunity to purchase such interest, as explained in detail by the Partnership Agreement.

11. Additional Limited Partners. The General Partner may admit additional limited partners.

12. Priority Among Limited Partners. There is no priority of one Limited Partner over another as to the contributions or compensation by way of income.

13. Continuance of Business. Upon the death, retirement, or insanity of the surviving General Partner, the Partnership shall dissolve unless continued by the remaining Partners and selecting, when necessary, a new General Partner. If the last surviving or serving General Partner dies, retires, and/or becomes insane, then the

Limited Partners holding interest in capital in excess of fifty percent (50%) of the capital owned by all Limited Partners may elect to continue the Partnership by selecting a new General Partner.

14. Property Other Than Cash. A Limited Partner may not demand property other than cash in return for such Partner's contributions.

15. Amount of Cash and Agreed Value and Description of Other Property Contributed. The Partners in the Limited Partnership have contributed their interest in the property as set forth in Schedule "A" attached hereto, with an agreed value of <34>.

PARTNER: Braces "R" Us Orthodontics
PERCENTAGE INTEREST: 1%
CONTRIBUTION: \$0

PARTNER: Troy Williams Trust
PERCENTAGE INTEREST: 30%
CONTRIBUTION: \$0

PARTNER: Judith Williams Trust
PERCENTAGE INTEREST: 69%
CONTRIBUTION: \$0

GENERAL PARTNERS:

Dr. Roy Williams doing business as Braces "R" Us Orthodontics
Braces "R" Us Orthodontics

LIMITED PARTNERS:

Troy Williams Trust
Troy Williams Trust
Judith Williams Trust
Judith Williams Trust