

MED-TECH PARTNERS, LTD.,
a limited partnership,
CERTIFICATE OF LIMITED PARTNERSHIP

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The undersigned, desiring to form MED-TECH PARTNERS, LTD., a limited partnership, pursuant to the Idaho Uniform Limited Partnership Act (the "Act"), hereby make the following certificate:

1. Name. The name of the partnership is Med-Tech Partners, Ltd., a limited partnership.
2. Business. The primary business of the partnership is to invest in and deal with convertible debentures issued by Diversified Tech, Inc., a Utah corporation.
3. Registered Agent. The registered agent of the partnership shall be Edward A. Lawson whose address is 319 Walnut Avenue, Ketchum, Idaho 83340.
4. Partners. The names and addresses of the general partner (the "General Partner") and the limited partners (the "Limited Partners") are set forth on Schedule A to this Certificate of Limited Partnership.
5. Term. The term of the partnership will commence upon the filing for record of this Certificate of Limited Partnership and will continue until December 31, 2009 unless (a) the general partner dissolves or becomes bankrupt and the Limited Partners do not vote within 90 days thereof to remove the General Partner and elect a successor General Partner, (b) the partnership sells all or substantially all of its assets, (c) the passage of 90 days after conversion of the debentures to stock, (d) after December 31, 1987, or after all capital contributions of the Limited Partners (including interest or other income earned on temporary investments) have been expended, whichever shall first occur, and after or upon provision having been made for the continued effectiveness of certain agreements of the partnership, two-thirds in interest of the Limited Partners vote to dissolve the partnership, or (e) the partnership is required to terminate by operation of law.
6. Capital Contribution. The amount of cash contributed to the partnership's capital by each limited partner is set forth on Schedule A to this Certificate of Limited Partnership. No other property has been contributed to the capital of the partnership by any limited partner.
7. Additional Capital Contributions. No partner has agreed to contribute any additional cash or other property to the capital of the partnership.
8. Return of Capital Contribution. No limited partner, except for the initial limited partner, has any right to the return of his contribution except upon the dissolution and liquidation of the partnership.
9. Profits and Losses. Profits for each fiscal period of the partnership will be allocated among all the Limited Partners as a class and to the General Partner in proportion to the amounts of Distributable Cash distributed to them for such period. If there is no such Distributable Cash, such Profits shall be allocated 80% to the Limited Partners

as a class and 20% to the General Partner. In no event shall the General Partner be allocated less than 1% of Profits. All losses shall be allocated 80% to the limited Partners as a class and 20% to the General Partner.

10. Transfer of Partnership Interests. Subject to any restrictions on transferability required by law or contained elsewhere in the Partnership Agreement, a Limited Partner may assign in writing his Interest in the Partnership, provided:

(i) the assignee meets all of the requirements applicable to an Additional Limited Partner for a Limited Partnership Interest and consents in writing in form satisfactory to the General Partner to be bound by the terms of this Agreement as if he were an Additional Limited Partner;

(ii) the Limited Partner shall give written notice of his desire to sell or assign to the Partnership and to each of the Partners. The Notice shall set forth the purchaser's name, the terms on which the Interest is to be sold or exchanged, and the price. For 30 days after the notice is given, the Partnership shall have the right to purchase the Limited Partner's Interest for the price and on the terms stated in the notice.

If the Partnership does not exercise the right to purchase the Interest, that right shall be given to the other Partners for an additional 30 day period, beginning on the day that the Partnership's right to purchase expires. Each of the other Partners shall have the right to purchase, on the same terms, a part of the Interest of the offering Limited Partner in the proportion that the other Partner's capital account bears to the total capital accounts of all the Partners who wish to participate in the purchase, provided, however, that the participating Partners may not, in the aggregate, purchase less than the entire Interest of the offering Partner.

If neither the Partnership nor the other Partners exercise their rights to purchase the Interest, the offering partner may, within 180 days from the date the notice is given and on the terms and conditions stated in the notice, sell or exchange his Partnership interest to the purchaser named in the notice.

(iii) the General Partner consents in writing to the assignment, which consent shall be withheld only if such assignment does not comply with subparagraphs 8.3.1(a), (b) and (c), would jeopardize the status of the Partnership as a partnership for Federal income tax purposes, or would violate, or cause the Partnership to violate, any applicable law or governmental rule or regulation, including without limitation, any applicable Federal or state securities law;

(iv) if requested by the General Partner, an opinion from counsel for the Partnership is delivered to the General Partner stating that, in the opinion of said counsel, such assignment would not jeopardize the status of the Partnership as a partnership for Federal income tax purposes, and would not violate, nor cause the Partnership to violate, any applicable law or governmental rule or regulation, including without limitation, any applicable Federal or state securities law; and

(v) the assignor has paid in full, in cash, his Capital Contribution.

11. Distributions. No right is given for a limited partner to demand and receive property other than cash in return for his contribution, except that, subject to partnership obligations or rights of partnership creditors which cannot be satisfied by other partnership assets, the stock and/or cash consideration specified by a partner in accordance with Paragraph 7.10 of the partnership agreement described above shall be distributed to such partner in kind.

12. Election to Carry On Business; Removal of General Partner, Termination.

(a) In the event of removal, resignation or withdrawal of the General Partner, the Limited Partners may, if and to the extent permitted under the Act, elect one or more substituted general partners with the affirmative vote of a majority in interest of the Limited Partners (other than the General Partner or its affiliates).

(b) The Limited Partners may, upon the written consent or affirmative vote of two-thirds in interest of the Limited Partners (other than the General Partner or its affiliates), remove the General Partner.

(c) The partnership shall terminate upon the affirmative vote of two-thirds in interest of the Limited Partners (other than the General Partner or its affiliates); provided, however, that the right to terminate the partnership upon such vote shall exist only after all capital contributions to the partnership of the Limited Partners (including all investment earnings therefrom) have been expended, or after December 31, 1987, whichever shall first occur, and provided further that any such termination shall be subject to the establishment of procedures for the assumption of certain of the partnership's obligations.

13. Amendment. The agreement of limited partnership may be amended in any respect upon the affirmative vote of a majority in interest of the Limited Partners without the consent of the General Partner, provided, however, that:

(i) without the consent of each partner to be adversely affected by the amendment, the agreement may not be amended so as to (a) convert a limited partner into a General Partner, (b) modify the limited liability of a limited partner, or (c) alter the interest of any partner in the profits or losses or in cash distributions of the partnership, it being understood that this limitation is not intended to affect the right of a majority in interest of the Limited Partners to vote to amend the partnership agreement to permit the issuance of additional limited partnership interests; and

(ii) in the case of any provision of the agreement which requires the action, approval or consent of a specified percentage in interest of the Limited Partners, such provision may not be amended without the consent of such specified percentage in interest of the Limited Partners.

In addition to any amendments otherwise authorized herein, the Agreement may be amended from time to time by the General Partner without the consent of any of the Limited Partners (i) to add to the representations, duties or obligations of the General Partner or surrender any right or power granted to the General Partner herein; (ii) to cure any ambiguity, correct or supplement any provision therein which may be inconsistent with any other provision therein, or correct any printing, stenographic or clerical errors or omissions, in order that the Agreement shall accurately reflect the agreement among the

Partners thereto; (iii) to delete or add any provision of the Agreement required to be so deleted or added by the staff of the Securities and Exchange Commission or other Federal or state agency, if such addition or deletion is deemed by such Commission or agency to be for the benefit or protection of the Limited Partners; and (iv) to amend Schedule A hereto to reflect the withdrawal of the Initial Limited Partner, to provide the necessary information regarding the Additional Limited Partners, any new General Partner or any Substituted Limited Partners; provided, however, that no amendment shall be adopted pursuant unless the General Partner reasonably determines that the adoption thereof (1) is consistent with Article 7 of the Agreement; (2) with respect to any amendment other than an amendment pursuant to clause (iv) above, does not alter the interest of any Partner in Profits or Losses or in distributions of the Partnership; (3) does not alter, or result in the alteration of, the limited liability of the Limited Partners or the status of the Partnership as a partnership for Federal income tax purposes; and (4) with respect to any amendment pursuant to clauses (1) or (iii) above, is for the benefit of or not adverse to the interests of the Limited Partners.

IN WITNESS WHEREOF, each of the undersigned has executed and acknowledged this Certificate of Limited Partnership as of the 29th day of March, 1985.

GENERAL PARTNER:

MARTINSON/BARKSDALE & CO.,
an Idaho general partnership

By


John R. Martinson, Partner

By


L. Scott Barksdale, Partner

INITIAL LIMITED PARTNER


Linda Smith

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SCHEDULE A

| <u>Name and Address of General Partner</u> | <u>Cash Contributed to Partnership</u> |
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| Martinson/Barksdale & Co. Post Office Box 1657 Sun Valley, Idaho 83353 | \$10,000.00 |

Names and Addresses of Initial Limited Partner

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| Linda Smith Post Office Box 297 Ketchum, Idaho 83340 | \$100.00 |
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