

This instrument was prepared
by Joseph T. Ritchey
Attorney at Law
Birmingham, Alabama 35205

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STATE OF ALABAMA)

SHELBY COUNTY)

CERTIFICATE OF LIMITED PARTNERSHIP
OF
COLUMBIANA PARTNERS, LTD.

We, the undersigned, desiring to form a Limited Partnership, pursuant to the laws of the State of Alabama, certify as follows:

1. The name of the Limited Partnership is Columbiana Partners, Ltd.

2. The general character of the business of the Limited Partnership is to own, construct, operate, maintain and manage a medical facility, clinic or other building located in Columbiana, Alabama (the "Medical Facility").

3. The street address of the principal office of the Limited Partnership is 200 Mildred Street, Columbiana, Alabama 35051, and the name and street address of the Limited Partnership's agent for service of process is Brookwood Primary Care Centers, Inc., 200 Mildred Street, Columbiana, Alabama 35051.

4. (a) The name and the mailing address and capital contribution of the General Partner in the Limited Partnership is as follows:

<u>NAME</u>	<u>MAILING ADDRESSES</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>
Brookwood Primary Care Centers, Inc.	2010 Medical Center Drive Birmingham, AL 35259 Attn: Robert Bernstein	\$3,030.00
	With a copy to: 4170 Ashford Dunwoody Road Suite 500 Atlanta, Georgia 30319 Attn: Michael Duffy	

In addition to its initial contribution to the capital of the Limited Partnership, the General Partner shall either contribute, or raise through the admissions of additional Limited Partners, at least \$1,196,970 for the

Return To: Strodt, Parentt, Friend, Feldman, Hale & Apolinsky, P.C.
2222 Arlington Avenue South
Birmingham, AL 35205

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purpose of constructing and acquiring the necessary personal property for the Medical Facility.

(b) The names, mailing addresses and the respective capital contributions of the Initial Limited Partners in the Limited Partnership are as follows:

<u>NAME</u>	<u>MAILING ADDRESSES</u>	<u>CAPITAL CONTRIBUTION</u>
Harry L. Phillips, M.D.	P. O. Box 1006 Columbiana, Alabama 35051	\$150,000
Thomas M. Nolen, M.D.	P. O. Box 1006 Columbiana, Alabama 35051	\$150,000

Until at least \$1,196,970 has been contributed to the Limited Partnership by the General Partner or additional Limited Partners, the capital contributions of the Initial Limited Partners shall be held in escrow and placed in an interest-bearing account or certificate of deposit at a bank or savings and loan located in the State of Alabama at a rate of interest equal to the highest rate obtainable on accounts or certificates of deposit which have quarterly payments of interest.

5. (a) Profits and Losses: Until such time as at least \$1,196,970 has been contributed to the Limited Partnership by the General Partner or additional Limited Partners, the profits and losses derived from the Limited Partnership, and each item of income, gain, loss, deduction and credit entering into the computation thereof, shall be allocated 99% to the Initial Limited Partners and 1% to the General Partner. After at least \$1,196,970 has been contributed to the Limited Partnership by the General Partner or additional Limited Partners, the profits and losses derived from the Limited Partnership, and each item of income, gain, loss, deduction and credit entering into the computation thereof shall be allocated to the General Partner, the Initial Limited Partners and additional Limited Partners according to their percentage ownership of the interests of the Limited Partnership. Notwithstanding the above, to the extent losses allocated to an Initial Limited Partner or additional Limited Partner would create a deficit in the capital account balance of such Partner, such losses shall be reallocated to the General Partner and those Initial Limited Partners and additional Limited Partners with positive capital account balances in the ratio that each Partner's positive capital account balance bears to the sum of all positive capital account balances of such Partners.

(b) Cash Distributions: During the period that the capital contributions of the Initial Limited Partners are being held in an interest bearing escrow account pursuant to the terms of Section 4(b) above, all interest earned on such capital contributions shall be paid pro rata to the Initial Limited Partners each calendar quarter. Once the General Partner or additional Limited Partners have contributed at least \$1,196,970, the gross cash receipts of the Limited Partnership for the year from all sources (including, without limitation, capital contributions and proceeds of any loans to the Limited Partnership except the proceeds of any loans for the purpose of refinancing existing debt) shall first be paid to (i) creditors (including Partners who are creditors) in satisfaction of all liabilities of the Limited Partnership, other than liabilities to existing and former Partners for distributions from the Limited Partnership; (ii) to existing and former Partners in satisfaction of liabilities to them, if any, for distributions from the Limited Partnership; (iii) to Partners in accordance with the positive balances in their respective capital accounts on the date of distribution until their capital accounts have been reduced to zero; and (iv) any remaining cash shall be distributed according to the same percentages as set forth in Section 5(a) above, in such amounts and at such times as shall be determined by the General Partner in its absolute discretion.

6. No Limited Partner may assign his interest in the Limited Partnership without the written consent of the General Partner, which written consent shall not be unreasonably withheld. No assignee of a limited partnership interest shall have a right to become a Limited Partner unless the following conditions are met:

(a) His assignor has filed with the Limited Partnership a written instrument setting forth his intention that such assignee become a Limited Partner;

(b) All parties execute and acknowledge such further instruments as the General Partner may deem necessary or desirable to effect the admission of such assignee as a Limited Partner;

(c) The written consent of the General Partner to the admission of the assignee as a Limited Partner shall be obtained, the granting of which consent is within the sole and absolute discretion of the General Partner; and

(d) An appropriate transfer fee is paid to the Limited Partnership.

7. (a) No Limited Partner may withdraw from the Limited Partnership or terminate his membership in the Limited Partnership without the consent of the General Partner.

(b) The General Partner may not, whether voluntarily or involuntarily, or by dissolution, operation of law or otherwise, (i) withdraw or resign from the Limited Partnership or (ii) transfer, convey, sell, alienate or assign all of its interest in the Limited Partnership during the first year of the Limited Partnership's operation, and, after such period of time, only with the prior written consent of the Limited Partners who hold, in the aggregate, a majority of the Units of Participation. Notwithstanding the above, the General Partner may cease to be the General Partner of the Limited Partnership without the consent of the Limited Partners; provided that the successor General Partner who purchases, is assigned or succeeds to the interest of the General Partner is owned by the same person, corporation or other entity that owns the General Partner.

8. No Partner has the right to receive, nor does a General Partner have an obligation to make, distributions to a Partner which include a return of all or any part of the Partner's contribution except:

(a) upon withdrawal of a Partner as provided in Section 7 above;

(b) upon dissolution of the Limited Partnership as set forth in Section 9 below; and

9. (a) The Limited Partnership shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following:

(i) the termination of the Limited Partnership as provided in Section 11 hereof;

(ii) the written consent of all Partners;

(iii) the entry of a decree of judicial dissolution; or

(iv) an Event of Withdrawal of a General Partner (as defined hereinafter) unless at the time of the Event of Withdrawal there is at least one other General Partner and such other General Partner has the right to

continue the business of the Limited Partnership, or unless within 90 days of the date of withdrawal all Partners agree in writing to continue the business of the Limited Partnership and to the appointment of one or more additional General Partners.

(b) An Event of Withdrawal of a General Partner shall be deemed to occur upon the happening of any of the following events:

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(i) the General Partner makes an assignment for the benefit of creditors; files a voluntary petition of bankruptcy; is adjudicated a bankrupt or insolvent or is the subject of an order for relief under the bankruptcy laws; files a petition or answer seeking for itself any reorganization, arrangement or similar relief under any statute, law or regulation; files an answer or other pleading admitting or failing to contest material allegations of a petition filed against him or it in any proceeding of this nature; or seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of all or any substantial part of his or its properties;

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(ii) the failure to dismiss within 120 days after the commencement of any proceeding against the General Partner to attach or charge his or its partnership interest or seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, or if within 90 days after a court order attaching or charging his or its partnership interest or the appointment without his or its consent or acquiescence of a trustee, receiver, or liquidator of the General Partner or of all or any substantial part of his or its properties, the order or appointment is not vacated or stayed, or within 90 days after the expiration of such stay, the order or appointment is not vacated;

(iii) if any General Partner should at any time be a natural person, then upon his death or the entry by a court of competent jurisdiction adjudicating him incompetent to manage his person or his estate;

(iv) if any General Partner should at any time be acting as a General Partner by virtue of being a trustee of a trust, the termination of such trust (but not merely the substitution of a new trustee);

(v) in the case of current General Partners and any future general partner which is a separate

partnership, the dissolution and commencement of winding up the affairs of such separate partnership;

(vi) if any General Partner should at any time be a corporation, the filing of a Certificate of Dissolution, or its equivalent, for the corporation or the revocation of its charter; provided, however, this subsection shall not apply to a General Partner who is replaced by a Successor General Partner pursuant to the terms of Section 12(a) of the Limited Partnership Agreement;

(vii) if any General Partner should at any time be an estate, the distribution by the fiduciary of the estate's entire interest in the Partnership; or

(viii) the transfer by any General Partner of all of his or its interest in the Limited Partnership; provided, however, this subsection shall not apply to a General Partner who is replaced by a Successor General Partner pursuant to the terms of Section 12(a) of the Limited Partnership Agreement.

10. In the event a General Partner withdraws from the Limited Partnership when there is no other General Partner, the Limited Partnership shall be dissolved, unless within a period of ninety days of such withdrawal, all Partners agree in writing to continue the business of the Limited Partnership and to the appointment of one or more successor General Partners.

11. The term for which the Limited Partnership is to exist is from the date of the filing of the original Certificate of Limited Partnership of Columbiana Partners, Ltd. in the Office of the Judge of Probate until the close of business on December 31, 2034; provided, however, the Limited Partnership shall be dissolved prior to such date (a) if construction of the Medical Facility has not commenced by July 1, 1986; (b) if the Medical Facility has not been placed in service by July 1, 1987; (c) upon the sale or other disposition of the assets of the Limited Partnership unless prohibited from dissolving by law or by prior agreement of the Limited Partnership; or (d) as may be required by the Alabama Limited Partnership Act of 1983, as the same may be changed from time to time.

IN WITNESS WHEREOF, the undersigned, on behalf of themselves or by and through their duly authorized officers or other persons authorized and empowered to sign on their

behalf, have hereunto subscribed their hands and seals on
this 31st day of December, 1985.

GENERAL PARTNER:

BROOKWOOD PRIMARY CARE
CENTERS, INC.

By: *Robert Gmt*
Its *Vice President*

ATTEST:

By: *Cathy Nareer*
Its: *Assistant Secretary*

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LIMITED PARTNERS:

Harry L. Phillips, M.D.
Harry L. Phillips, M.D.

Thomas M. Nolen, M.D.
Thomas M. Nolen, M.D.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 JAN -2 PM 2:54

Thomas M. Nolen, Jr.
JUDGE OF PROBATE

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