

JUN 24 2 59 PM '82  
SECRETARY OF STATE  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF

FAMILY MEDICAL ASSOCIATES 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 "FAMILY MEDICAL ASSOCIATES LIMITED PARTNERSHIP".
2. The general nature of the Partnership business shall be:
  - A. To purchase, build, develop, own, lease, operate and manage a medical building and medical equipment.
  - B. To acquire by purchase, exchange, lease, hire or otherwise, real estate of every kind, character and description whatever, wherever located, and interests of all kinds therein
    - (i) to hold, own, develop, improve, manage, operate, let as lessor or sublessor and mortgage such property, (ii) to sell and exchange such property and interests therein, (iii) to obtain, use, dispose of and deal in and with such property in every other manner, either alone or in conjunction with others, as partners, joint venturers or otherwise, and (iv) to carry on

the business of managing agent, finder, consultant and all other functions in connection therewith.

C. To transact any and all other business for which limited partnerships may be formed under the laws of Idaho.

D. To accomplish any of the foregoing purposes for its own account or as nominee, agent or trustee for other individuals, partnerships, corporations or other entities.

3. The name and address of the registered agent for service of process required to be maintained by section 53-204, Idaho Code are: Rogers S. Brunt, 2340 Virlow Drive, Idaho Falls, Idaho 83401.

4. The principal place of business of the Partnership shall be 1665 Woodruff, Idaho Falls, Idaho.

5. The names and addresses of each General and Limited Partner are as follows:

GENERAL PARTNERS

PLACE OF BUSINESS

Family Emergency Center	1655 Woodruff Idaho Falls, Idaho 83401
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LIMITED PARTNERS

PLACE OF BUSINESS

PLACE OF RESIDENCE

Rocco P. Cifrese, M.D.	2525 So. Boulevard Idaho Falls, Idaho 83042	290 W. Sunnyside Rd Idaho Falls, Idaho 83402
Roger S. Brunt, M.D.	825 So. Boulevard Idaho Falls, Idaho 83401	2340 Virlow Dr. Idaho Falls, Idaho 83401

Barton E. Brower, M.D.	825 So. Boulevard Idaho Falls, Idaho 83401	Marbrissa Idaho Falls, Idaho 83401
James C. Milam, M.D.	2525 So. Boulevard Idaho Falls, Idaho 83401	1949 Malibu Idaho Falls, Idaho 83401

6. The term of the Partnership commences on the 25th day of June, 1982, and shall continue indefinitely until terminated in a manner provided in the Articles of Limited Partnership or dissolved by law.

7. The original capital contributions of the Limited Partners are as follows:

<u>Partners</u>	<u>Contributions</u>
Rocco P. Cifrese, M.D.	\$700.00 Cash
Roger S. Brunt, M.D.	\$700.00 Cash
Barton E. Brower, M.D.	\$700.00 Cash
James C. Milam, M.D.	\$700.00 Cash

8. The share of profits in the Partnership business which each partner shall receive by reason of his contribution of capital as follows:

<u>General Partners</u>	<u>Number of Partnership Units</u>
Family Emergency Center	1

### Limited Partners

Rocco P. Cifrese, M.D.	25.9
Roger S. Brunt, M.D.	18.5
Barton E. Brower, M.D.	18.5
James C. Milam, M.D.	16.6

The net profits and net losses of the Partnership shall be divided among the Partners in proportion to the number of Partnership Units held by each Partner. However, the liability of any of the Limited Partners for the losses of the Partnership shall in no event exceed in the aggregate the amount of his Capital Contribution, plus an amount equal to any of his undistributed profits which have been realized. The General Partner, after giving effect to the losses chargeable against the Limited Partners as herein provided, shall bear all other Partnership losses.

9. There is no agreement as to the making of additional contributions.

10. There is no agreement concerning the time when the Contribution of any Limited Partner is to be returned.

11. Additional Limited Partners may be admitted upon the consent of the General Partner. Limited Partners may grant the

right to become a Limited Partner to an assignee if the following conditions are met.

(1) The fully executed and acknowledged written instrument of assignment has been filed with the Partnership setting forth a statement of the intention of the assignor and assignee that the assignee become a Substitute Limited Partner.

(2) The assignee executes, adopts and acknowledges the Partnership Agreement, or a counterpart hereto;

(3) The assignor or assignee pays all costs and fees incurred or charged by the Partnership to effectuate the transfer;

(4) The assignee meets the requirements for investment in the Partnership applicable to his assignor, if any, and executes and acknowledges a Subscription Agreement, and other documents reasonably requested by the General Partner;

(5) The General Partner shall have given its consent to the assignment which consent it may grant or withhold in its sole discretion and which may be conditioned on an opinion of Counsel with respect to the satisfaction of the requirements of paragraph set forth below.

(6) A Certificate evidencing the admission of such Person as a Limited Partner shall have been properly recorded with the appropriate authorities.

11. The terms of the Partnership Agreement which relate to the termination of a Partner's membership in the Limited Partnership and the amount of, or the method of determining, the distribution to which he may be entitled respecting his Partnership Interest, and the terms and conditions of the termination and distribution are:

#### ARTICLE 7

##### TRANSFER OF PARTNERSHIP INTERESTS

7.1 Assignment by General Partner. The General Partner may not assign his Interest as a General Partner, in whole or in part, except as permitted by paragraph 9.1 or paragraph 9.4.

7.2 Assignment of Limited Partner. Subject to the provisions of paragraph 7.5, a Limited Partner may assign, transfer, alienate, hypothecate, bequeath, give or otherwise dispose of his Interest, in whole or in part, by an executed and acknowledged written instrument only if the assignee becomes a Substitute Limited Partner pursuant to paragraph 7.3.

7.3 Substitute Limited Partner. The following provisions of this paragraph 7.3 shall govern Substitute Limited Partners.

(A) Subject to the provisions of paragraph 7.7, an assignee or successor to the whole or any portion of an Interest of a Limited Partner pursuant to paragraph 7.2 shall have the right to become a Substitute Limited Partner in place

of his assignor only if all of the following conditions are satisfied:

(1) The fully executed and acknowledged written instrument of assignment has been filed with the Partnership setting forth a statement of the intention of the assignor and assignee that the assignee become a Substitute Limited Partner.

(2) The assignee executes, adopts and acknowledges this Agreement, or a counterpart hereto;

(3) The assignor or assignee pays all costs and fees incurred or charged by the Partnership to effectuate the transfer;

(4) The assignee meets the requirements for investment in the Partnership applicable to his assignor, if any, and executes and acknowledges a Subscription Agreement, power of attorney, investment questionnaire regarding his investment qualifications and other documents reasonably requested by the General Partner;

(5) The General Partner shall have given its consent to the assignment which consent it may grant or withhold in its sole discretion and which may be conditioned on an opinion of Counsel with respect to the satisfaction of the requirements of paragraph 7.7; and

(6) A Certificate evidencing the admission of such Person as a Limited Partner shall have been properly recorded with the appropriate authorities.

(B) The General Partner may elect to treat an assignee who has not become a Substitute Limited Partner as a Substitute Limited Partner in the place of his assignor should it deem, in its sole discretion, that such treatment is in the best interest of the Partnership.

(C) The General Partner shall not be required to amend the Certificate to reflect the substitution of Limited Partners more often than once every three (3) months. Until the Certificate is so amended, an assignee shall not become a Substitute Limited Partner.

(D) For the purpose of allocating and distributing profits, losses, and other Partnership distributions, a Substitute Limited Partner may be treated, to the extent permitted by the Internal Revenue Code of 1954, as amended, as having become a Partner upon his signing of this Agreement or a Subscription Agreement.

7.4 Assignees. If an assignee of a Limited Partner pursuant to paragraph 7.2 does not become a Substitute Limited Partner pursuant to paragraph 7.3, the Partnership shall not recognize the assignment, and the assignee shall not have any rights exercisable against the Partnership to receive any portion of the share of profits, losses, or distributions to which the Limited Partner would have been entitled if no such assignment had been made by such Limited Partner. Any such



profits, losses, or distributions shall continue to be allocated as if there were no assignment; provided, however, that the Partnership may, in the sole discretion of the General Partner, allocate and distribute the assignor Limited Partner's share of profits, losses, or distributions directly to such assignee in full satisfaction of the assignor Limited Partner's rights to such allocations and distributions. Further, an assignee who does not become a Substitute Limited Partner has no right to require any information on account of the Partnership's business or to inspect the Partnership's books.

7.5 Right of First Refusal. Subject to the provisions of paragraph 7.3, a Limited Partner may transfer, sell, alienate, assign, give, bequeath or otherwise dispose of all or any portion of his Interest, except pursuant to paragraph 7.6, whether voluntarily or by operation of law or at judicial sale or otherwise, to any Person only after first offering the same for a period of thirty (30) days to the other Partners, at a price and upon terms no less favorable than those contained in a bona fide written offer. Hereinafter such Limited Partner is referred to as a selling Limited Partner. Such offer by a selling Limited Partner shall be in writing and shall contain a statement setting forth the price and the terms offered, and the name, phone number, and address of, such offeror. Within thirty (30) days after receipt of such written offer, the other

Partners may accept such offer in writing, in which case the other Partners shall promptly consummate such purchase, pro rata in accordance with their Interests or in any other proportion to which they may mutually agree. If, within such thirty (30) day period, the other Partners have not accepted such offer in writing, on the terms and conditions above provided, the selling Partner may, within thirty (30) days from the date of expiration of such thirty (30) day period, transfer his Interest to such offeror at a price and on terms not less favorable than those at which such Interest was offered to the other Partners. If such Interest is not so disposed of within such period of thirty (30) days, the selling Partner shall, before the disposition of his Interest, again be obligated to offer it first to the other Partners, pursuant to this paragraph 7.5. The Partners may waive the time limits provided in this paragraph 7.5 for exercising the right of first refusal.

7.6 Permitted Transfers by Limited Partners. Notwithstanding the foregoing, the Limited Partners may transfer their Interests as set forth below:

(A) Subject to the provisions of paragraph 7.3, a Limited Partner may transfer, alienate, assign, give or otherwise dispose of all or any portion of his Interest during his lifetime, whether voluntarily or by operation of law, to his parents, brothers, sisters, spouse, natural or legally

adopted children, a trust for the benefit of the foregoing Persons, or an entity described in section 501(c)(3) of the Internal Revenue Code of 1954, as amended.

(B) Upon the death of a Limited Partner his personal representative shall have all of the rights of a Limited Partner for the purpose of settling or managing the deceased Limited Partner's estate, and such power as the decedent possessed to assign his Interest in the Partnership and to join with a proposed assignee in making application to substitute such proposed assignee as a Substitute Limited Partner.

(C) Upon the Bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner which is a trust, corporation, partnership or other entity, the authorized representative of such entity shall have all the rights of a Limited Partner for the purpose of effectuating the orderly winding up and disposition of the business of such entity and such power as such entity possessed to assign its Interest in the Partnership and to join with a proposed assignee in making application to substitute such proposed assignee as a Substitute Limited Partner.

(D) The death, bankruptcy, insolvency, dissolution or adjudication of incompetence of a Limited Partner shall not dissolve or terminate the Partnership.

7.7 Restrictions on Transfers. Notwithstanding any other provision of this Article 7, no assignment, transfer, sale, exchange or other disposition of the Interest of a Limited Partner shall be made if such disposition would cause the Partnership to be treated as an association taxable as a corporation rather than a Partnership for federal income tax purposes, cause the termination of the Partnership for federal income tax purposes or violate the provisions of any federal or state securities laws. In no event shall all or any part of a Limited Partner's Interest be assigned or transferred to a minor, other than to a member of the Limited Partner's immediate family pursuant to paragraph 7.6(A).

## ARTICLE 8

### TERM

8.1 Beginning of Term. This Partnership shall begin upon the effective date of this Agreement and shall continue indefinitely until terminated under the terms of this Agreement, or until terminated by law.

8.2 Dissolution. The Partnership shall be dissolved upon the happening of any of the following events:

The dissolution, death, retirement, resignation, withdrawal, adjudication of bankruptcy, insolvency, incompetency, or cessation to exist, or insanity, of any General Partner. Each of said events shall cause the

withdrawal of a General Partner for purposes of Article 9. These events shall dissolve the Partnership, but shall not prevent the continuation of the Partnership business as hereinafter provided.

## ARTICLE 9

### TENURE OF GENERAL PARTNERS

9.1 Voluntary Withdrawal of General Partner. The General Partner may withdraw from the Partnership or transfer its General Partnership interest only if (a) there is a remaining General Partner or (b) upon the appointment of a successor General Partner who meets the requirements of paragraph 9.5.

9.2 Death, Incompetence, Bankruptcy or Dissolution of a General Partner. In the event of the withdrawal of a General Partner due to death, adjudication of incompetence, cessation of existence, Bankruptcy or dissolution, such General Partner shall immediately cease to be a General Partner and its Interest shall be treated in accordance with paragraph 9.4.

9.3 Obligations of a Prior General Partner. If a General Partner withdraws from the Partnership said General Partner shall remain liable for all obligations and liabilities incurred by said General Partner as a General Partner before the effective date of such event, but shall be free of and indemnified and held harmless by the Partnership against any obligation or liability incurred on account of the activities

of the Partnership from and after the effective date of such event.

9.4 Interest of a Prior General Partner. Upon the withdrawal of a General Partner when there is no remaining General Partner, said General Partner or its successor or legal representative shall have sixty (60) days to appoint a successor General Partner who meets the requirements set forth in paragraph 9.5. Any interest of a withdrawn General Partner which is not transferred to a successor General Partner shall be retained by such withdrawn General Partner or its successor or legal representative as the Interest of a Substitute Limited Partner. Notwithstanding anything to the contrary, if upon the withdrawal of a General Partner there is a remaining General Partner, no assignee of the withdrawn Partner's Interest and no other Person can become a General Partner without complying with terms of paragraph 9.5.

9.5 Successor General Partner. A Person shall be admitted as a General Partner only if the following terms and conditions are satisfied:

(A) The Person shall have accepted and agreed to be bound by all the terms of this Agreement, by executing a counterpart hereof and such other documents or instruments as may be required or appropriate in order to effectuate the admission of such Person as a General Partner;

(B) A new Certificate evidencing the admission of such Person as a General Partner shall have been recorded with the appropriate authorities

(C) If the Person is an entity, it shall have provided the Partnership with evidence satisfactory to Counsel of its authority to become a General Partner and to be bound by this Agreement;

(D) Such Person has the necessary experience to act as a General Partner;

(E) All Partners consent in writing to the admission of such person as a General Partner.

#### ARTICLE 10

##### LIQUIDATION

10.1 Liquidation. Upon the dissolution of the Partnership and the failure to continue the Partnership, a Person chosen by the remaining Partners shall act as liquidator to wind up the Partnership. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Partnership's assets and to wind up and liquidate the affairs of the Partnership in an orderly and prudent manner. Liquidation shall proceed in the manner set forth under the Act.

10.2 Priority of Distribution. All proceeds from liquidation shall be distributed in the following order of priority:

(A) To creditors other than Partners.

(B) To Limited Partners who are creditors, in satisfaction of liabilities of the Partnership for distributions to Partners under Idaho law.

(C) To the General Partners who are creditors, in satisfaction of liabilities of the Partnership other than liabilities for distributions to partners under Idaho law.

(D) Except as provided in this Agreement, to Partners and former Partners in satisfaction of liabilities for distributions under Idaho law.

(E) Any remaining funds shall be distributed to all Partners proportionately on the basis of the percentages established by dividing the number of Partnership Units owned by each Partner by the total number of Units owned by all Partners.

In the event the assets of the Partnership available for distribution are not sufficient to satisfy in full the rights of the Limited Partners as hereinabove set forth, the Limited Partners shall not have any further right or claim against the General Partner.

10.3 Distribution in Kind. If the liquidator shall determine that a portion of the Partnership's assets should be distributed in kind to the Partners he shall distribute such assets to them in undivided interests as tenants-in-common.



10.4 Cancellation of Certificate. Upon the completion of the distribution of Partnership assets the Partnership and the Partners shall cause the cancellation of this Agreement and the Certificate and shall take such other actions as may be necessary to terminate the Partnership.

10.5 Statement of Liquidation. Upon the dissolution of the Partnership the liquidator shall prepare or cause to be prepared and shall furnish to each Partner a statement setting forth the assets and liabilities of the Partnership and a statement showing the manner in which the Partnership's assets were liquidated and distributed.

Dated this 22<sup>nd</sup> day of June, 1982.

FAMILY MEDICAL ASSOCIATES  
LIMITED PARTNERSHIP

DATED: June 22, 1982

By FAMILY EMERGENCY CENTER,  
as General Partner

By Rocco P. Cifrese -  
Sara A. Cifrese, M.D., P.A.

By Rocco P. Cifrese  
Rocco P. Cifrese

By Roger S. Brunt, M.D., P.A.

By Roger S. Brunt  
Roger S. Brunt

By Barton E. Brower, M.D., P.A.

By Barton E. Brower  
Barton E. Brower

By James C. Milam, M.D., P.A.

By James C. Milam  
James C. Milam

LIMITED PARTNERS

SUBSCRIBED AND SWORN to before me by Rocco P. Cifrese, M.D., known or identified to me to be the president of Rocco P. Cifrese - Sara A. Cifrese, M.D., P.A., a Partner in Family Emergency Center, this 22<sup>nd</sup> day of June, 1982.

(seal)

Stephen E. Martin  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: Life

SUBSCRIBED AND SWORN to before me by Roger S. Brunt, M.D., known or identified to me to be the president of Roger S. Brunt, M.D., P.A., a Partner in Family Emergency Center, this 22<sup>nd</sup> day of June, 1982.

(seal)

Stephen E. Martin  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: Life

SUBSCRIBED AND SWORN to before me by Barton E. Brower, M.D., known or identified to me to be the president of Barton E. Brower, M.D., P.A., a Partner in Family Emergency Center, this 22<sup>nd</sup> day of June, 1982.

(seal)

Stephen E. Martin  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: Life

SUBSCRIBED AND SWORN to before me by James C. Milam, M.D., known or identified to me to be the president of James C. Milam, M.D., P.A., a Partner in Family Emergency Center, this 22<sup>nd</sup> day of June, 1982.

(seal)

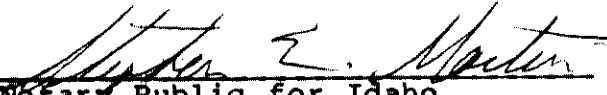
Stephen E. Martin  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: Life

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville )

On this 22nd day of June, 1982, before me, the undersigned, a Notary Public in and for said state, personally appeared Rocco P. Cifrese, M.D., known or identified to me to be the president of Rocco P. Cifrese - Sara A. Cifrese, M.D., P.A., a partner in Family Emergency Center the partnership whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument as such officer and that said Family Emergency Center executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)

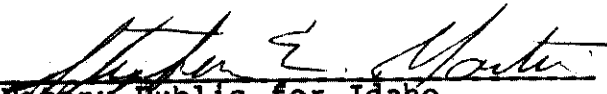
  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: Life

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville )

On this 22nd day of June, 1982, before me, the undersigned, a Notary Public in and for said state, personally appeared Roger S. Brunt, M.D., known or identified to me to be the president of Roger S. Brunt, M.D., P.A., a partner in Family Emergency Center the partnership whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument as such officer and that said Family Emergency Center executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)


  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: Life

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville )

On this 22<sup>nd</sup> day of June, 1982, before me, the undersigned, a Notary Public in and for said state, personally appeared Barton E. Brower, M.D., known or identified to me to be the president of Barton E. Brower, M.D., P.A., a partner in Family Emergency Center the partnership whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument as such officer and that said Family Emergency Center executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)


  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: Life

STATE OF IDAHO                    )  
  ) ss.  
County of Bonneville )

On this 22<sup>nd</sup> day of June, 1982, before me, the undersigned, a Notary Public in and for said state, personally appeared James C. Milam, M.D., known or identified to me to be the president of James C. Milam, M.D., P.A., a partner in Family Emergency Center the partnership whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument as such officer and that said Family Emergency Center executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(seal)

  
Notary Public for Idaho  
Residing at Idaho Falls, Idaho  
My Commission Expires: Life