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Lawn Cardin 4/30/09

GENERAL PARTNERSHIP AGREEMENT
FOR
AOA PARTNERSHIP



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Shelby Cnty Judge of Probate, AL
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THIS AGREEMENT made as of the 26 day of November, 1987, by and among SARAH HAYS, M.D., STANCIL HANDLEY, ~~THOMAS HANDLEY~~ and ROBERT GREEN (sometimes hereinafter collectively referred to as the "Partners" and individually as a "Partner").

IN CONSIDERATION of the mutual covenants expressed below and other good and valuable consideration, the Partners hereby agree as follows:

1. FORMATION OF GENERAL PARTNERSHIP. The Partners hereby form a General Partnership pursuant to the Alabama Partnership Act, Sections 10-8-1 et seq., Code of Alabama (1975), upon the terms and conditions set forth herein. The rights, duties, obligations and liabilities of the Partners shall be as set forth in the Alabama Partnership Act, to the extent not specifically provided herein.
2. NAME AND PLACE OF BUSINESS. The Partnership shall operate under the name of "AOA Partnership" and its principal place of business shall be at 400 1st Street North, Alabaster, Alabama 35007 or at such other place as the Partners may hereafter designate.
3. BUSINESS PURPOSE. The business and purpose of the Partnership is: (a) to acquire, own for profit, manage, and dispose of certain real property (the "Subject Property") more specifically identified in Exhibit "A" attached hereto and incorporated herein by reference, together with all improvements constructed and located thereon, situated in Alabaster, Alabama; (b) to do all things reasonably incident thereto, including borrowing money for Partnership purposes; securing such borrowings by pledge, lien, or mortgage; furnishing services incidental to such purposes; and making any other expenditures or investments incidental or reasonably related to such Partnership purposes; and (c) to engage in any lawful activity for profit related to the foregoing purpose, including the management of such property.
4. PARTNERSHIP TERM. The Partnership term shall commence as of the date of this Agreement, and shall continue until December 31, 2025 or until terminated as set forth herein or as required by the Partnership Act.

5. CAPITAL OF THE PARTNERSHIP.

(a) Initial Contributions to Capital. Each Partner has contributed to the capital of the Partnership, as his initial contribution, the sum indicated below:

<u>Partner</u>	<u>Contribution</u>
Sarah Hays	\$ 100.00
Stancil Handley	\$ 100.00
Toy Holland	\$ 100.00
Robert Green	\$ 100.00
Total	\$ 400.00 300.00

Additionally, each Partner has assigned and conveyed to the Partnership his entire interest in and to that certain Real Estate Sales Contract dated August 19, 1987, relating to the purchase of the Subject Property, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.

(b) Additional Capital Requirements. Each Partner shall, from time to time and at any time, upon notice of not less than ten (10) days, contribute his Percentage Interest, as defined herein, of all Capital Requirements, as defined herein, and shall reimburse the other Partners, promptly upon demand, for any Capital Requirements expended or incurred by any such other Partner in excess of his proportionate share.

(c) Capital Requirements Defined. For purposes of this Agreement, the term "Capital Requirements" shall mean and include, without limitation, all amounts necessary to:

- (1) Timely discharge any obligations of the Partnership under any mortgage loan or other indebtedness or instrument binding upon the Partnership or the Subject Property;
- (2) Pay for any improvements on or to the Subject Property and for needed repairs to such improvements, including all necessary replacement and restoration costs incident thereto;
- (3) Pay all insurance and taxes with respect to the Subject Property; and
- (4) Pay all other costs relating to the operation, upkeep, maintenance, repair, development and financing of the Subject Property, or otherwise relating to the business affairs of the Partnership, which costs have been included in any budget approved from time to time by a majority in interest of the Partners.



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(d) Failure to Contribute Capital Requirements. In the event any Partner should fail or refuse to pay, or otherwise default in the payment of, any amount due pursuant to Paragraph 5(b) hereof within the time period set forth therein, then:

(1) The nondefaulting Partners shall have the option and privilege, but not the obligation, to purchase the defaulting Partner's interest in the Partnership, under the terms and conditions hereinafter set forth. Each nondefaulting Partner shall have the option to purchase such portion of the defaulting Partner's interest in the Partnership as the nondefaulting Partners may agree, or if they do not agree, that portion of the defaulting Partner's interest in the Partnership which is equal to a fraction, the numerator of which shall be such nondefaulting Partner's Percentage Interest as defined herein, and the denominator of which shall be the aggregate Percentage Interests of all nondefaulting Partners who shall exercise such option to purchase hereunder. The total purchase price for such interest of the defaulting Partner shall be the total amount actually paid through the date of default by the defaulting Partner for his interest in the Partnership and shall be paid in cash at the closing thereof. The purchasing Partner shall also agree to pay any future or additional contributions to capital which are attributable to the interest, or portion thereof, which is acquired.

(2) In the alternative, the nondefaulting Partners may offer the interest of the defaulting Partner in the Partnership for sale at a public or private sale and at such sale any Partner may be the purchaser thereof. The proceeds of such sale shall be applied first to the expenses of sale and to the payment of any loan and interest thereon made to the defaulting Partner, and any balance shall be paid over to the defaulting Partner. Any purchaser of such interest or portion thereof shall, as a condition to such sale, agree to be bound by the terms and conditions hereof.

The obligations of a defaulting Partner shall continue in full force and effect notwithstanding the sale by a defaulting Partner of all or any portion of the defaulting Partner's interest in the Partnership. Such obligations of the defaulting Partner shall be satisfied only by, and only to the extent of, the amount of payments in fact received by the Partnership, whether from the defaulting Partner, another Partner or other person, on account of any unpaid obligation.

(e) Capital Accounts. Separate capital accounts shall be maintained for each Partner in accordance with federal income tax accounting principles and the provisions hereof. The capital account of each Partner shall initially consist of the



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agreed upon value of property or amount of cash set forth in Paragraph 5(a) hereof as such Partner's initial contribution to the capital of the Partnership.

(1) Each Partner's capital account shall be increased by:

(i) additional contributions to the capital of the Partnership made by such Partner; and

(ii) such Partner's allocable share of Partnership income or gain.

(2) Each Partner's capital account shall be decreased by:

(i) such Partner's allocable share of Partnership losses; and

(ii) all distributions of cash made to such Partner by the Partnership.

(3) No interest shall be paid to the Partners on their capital accounts. Any interest income of the Partnership which is derived or obtained from investment of the Partners' capital shall be allocated among the Partners as set forth in Paragraph 6 hereof.

(4) In the event of the acquisition by a Partner of all or any portion of the interest of another Partner in the Partnership, the capital account of the transferor Partner that is attributable to the transferred interest shall carry over to the transferee Partner.

(5) Upon the contribution to or distribution from the Partnership of any property in connection with the admission to or retirement from the Partnership of a Partner or in the event of any change in the interest of a Partner in the Partnership, the assets of the Partnership shall be revalued on the books of the Partnership in order to reflect the fair market value of such assets at the time of the occurrence of such event, and the Partners' capital accounts shall be increased or decreased to reflect such revaluation.

(6) Each Partner shall have a single capital account, regardless of the time or manner in which his interest in the Partnership is acquired. Each Partner with a deficit capital account balance following the liquidation of his interest in the Partnership, as determined after taking into account all capital account adjustments for the taxable year during which such liquidation occurs, shall be unconditionally obligated to restore the amount of such deficit balance to the Partnership,



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by the end of such taxable year or ninety (90) days after the date of liquidation of his interest in the Partnership, whichever is later, which amount shall either be distributed to Partners with positive capital account balances, in accordance with such positive capital account balances, or paid to creditors of the Partnership as may be necessary.

6. ALLOCATION OF PROFITS AND LOSSES. Partnership profits and losses, and each item entering into the computation thereof, shall be allocated among the Partners according to the following proportions (referred to herein as the "Percentage Interests"):

<u>Partner</u>	<u>Percentage</u>
Sarah Hays	33 1/3 25.0%
Stancil Handley	33 1/3 25.0%
Toy Holland	25.0%
Robert Green	33 1/3 25.0%
Total	100.0%

7. DISTRIBUTIONS TO PARTNERS. Funds of the Partnership, and other Partnership assets, shall be distributed in such manner, at such times, and in such amounts as the Partners shall determine. All distributions shall be made to the Partners in accordance with their Percentage Interests.

8. ACCOUNTING AND FINANCIAL MATTERS.

(a) Books to be Maintained. The Partnership books of account shall be maintained at such locations and by such person or persons as may be designated from time to time by the Partners. Each transaction of the Partnership shall be fully and accurately entered on such books of account under methods and practices of accounting conforming to those used by the Partnership for federal income tax purposes.

(b) Access by Partners. The Partnership books of account shall be available for inspection by each Partner or his designated agent at any reasonable time during normal and customary business hours.

(c) Fiscal Year. The Partnership shall use such fiscal year for accounting and tax purposes as the Partners shall determine, consistent with federal and state income tax provisions applicable to the Partnership.



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(d) Banking. Funds of the Partnership shall be deposited in a Partnership account or accounts in SouthTrust Bank, N.A. or in any other bank or banks hereafter selected by the Partners, or otherwise invested in securities or in such other manner as the Partners shall determine. Withdrawals from any such accounts, and the liquidation or transfer or any Partnership securities or other investments, may be made upon such signatures as the Partners shall hereafter designate.

9. MANAGEMENT AND CONTROL.

(a) Equal Participation. Subject to Paragraph 9(e) hereof, each Partner shall have the right to participate in management decisions concerning the Partnership, provided that all such decisions shall be made only with the consent of a majority in interest of the Partners. A majority in interest of the Partners shall have full authority and control to take or refrain from such actions as they may deem appropriate including, without limitation, selling, mortgaging, leasing or other disposition of any Partnership assets, borrowing sums for Partnership purposes in the name of the Partnership, and admitting additional partners on such terms as a majority in interest of the Partners may determine. No Partner shall be required to devote his entire time to the business and affairs of the Partnership.

(b) Execution of Instruments. In order to bind the Partnership, a majority in interest of the Partners shall be required to execute and deliver deeds, assignments, bills of sale, real estate mortgages, chattel mortgages, releases, leases, contracts of all kinds, promissory notes, and other instruments; provided, however, that a majority in interest of the Partners, through Power-of-Attorney or partnership resolution, may authorize one Partner to bind the Partnership in general or for specific purposes or may ratify and approve the action of one or more Partners.

(c) Receipts and Disbursements. Such persons as may from time to time be designated by a majority in interest of the Partners shall be authorized to receive and give receipts for monies due and payable to the Partnership from any source whatsoever; to deposit all such moneys in the name of the Partnership in such banks, trust companies or other depositories as shall be designated under Paragraph 9(d) hereof; and to sign checks, drafts, or other orders for the payment of money in connection with the business and affairs of the Partnership.

(d) Indemnification by Partnership. Each Partner shall have no liability to the Partnership, or to the other Partner for any mistakes or errors in judgment or for any act or omission



believed by him in good faith to be within the scope of the authority conferred by this Agreement, but each Partner shall have liability for acts or omissions involving his intentional wrongdoing as a Partner. The Partnership shall indemnify and save harmless each Partner, against and from any loss, liability, or damage incurred by him as a result of any act or omission with respect to which such Partner is protected under any provision of this Agreement.

(e) Effect of Default. If a Partner shall be in default in making any contribution for Capital Requirements under the terms of Paragraph 5 hereof, then so long as such default shall continue, the defaulting Partner shall have no authority whatsoever with regard to management of the Partnership affairs. So long as any such default shall remain uncured, the nondefaulting Partners shall have exclusive authority to conduct and manage the business and affairs of the Partnership, as determined by a majority in interest of such nondefaulting Partners.

10. RESTRICTIONS ON TRANSFER.

(a) Restrictions. Each Partner hereby agrees that he will not transfer, sell, assign, pledge, encumber or in any way alienate any portion of his interest in the Partnership, except where expressly required or permitted under the provisions of this Agreement or with the written consent of a majority in interest of the Partners.

(b) Effect of Unauthorized Transfer. Any purported assignment, transfer or other disposition of any interest in the Partnership not required or permitted under the terms of this Agreement shall be void and ineffectual, shall not operate to transfer any interest or title to the purported assignee, and shall not relieve the purported transferor of any liability under this Agreement.

11. DISSOLUTION OF THE PARTNERSHIP.

(a) Events of Dissolution. The Partnership may be dissolved by agreement of all Partners or upon the disposition of the Partnership's entire interest in the Subject Property. In the event of the death, insanity, bankruptcy, mental incapacity or other legal disability of any Partner, the Partnership shall not be dissolved but shall, except as otherwise provided herein, continue among the surviving or remaining Partners and the estate (including a guardianship estate), legatees, trustees or beneficiaries of such Partner, which party or parties shall succeed to the rights of such deceased, insane, incapacitated, bankrupt or disabled Partner (as the case may



be) concerning distributions and allocations hereunder; provided, however, that with respect to any such insane, incapacitated, bankrupt or disabled Partner, (but not with respect to a deceased Partner) any representative of such affected Partner shall not become a Partner for purposes of any provision of this Agreement which provides for any voting rights of the Partners, or for any other purposes of applicable law, without the unanimous consent of the Partners.

(b) Procedure on Dissolution. Upon the dissolution of the Partnership, the Partners shall immediately commence to wind up its affairs. Partnership property shall be distributed in kind, or liquidated as promptly as is consistent with obtaining its fair value. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership so as to minimize any loss attendant upon such liquidation.

(c) Priority of Distributions. Partnership property, including proceeds from the liquidation of Partnership assets, shall be distributed in the following order of priority:

(1) First, to pay all debts and liabilities of the Partnership, including expenses of liquidation, owing to creditors other than Partners;

(2) Second, to establish any reasonable reserve which the Partners deem necessary for any contingent or unforeseen liabilities of the Partnership, to be held in trust for the payment of such liabilities upon terms specified by the Partners;

(3) Third, to pay all debts and liabilities of the Partnership owing to Partners;

(4) Fourth, to reduce the capital account of any Partner whose ratio of capital account to the sum of all capital accounts is greater than his Percentage Interest, until all capital accounts are in the same proportions as the respective Percentage Interests of the Partners; and

(5) Fifth, to pay the amount of each Partner's capital account.

(d) Deficits. If funds of the Partnership are insufficient to pay in full all of the items enumerated in Paragraph 11(c) hereof, then each Partner shall restore any deficit in his capital account as set forth in Paragraph 5(e) hereof.

(e) Remaining Funds. Any Partnership funds remaining after payment in full of the amounts listed in Paragraph 11(c) hereof shall be distributed to the Partners in accordance with their respective Percentage Interests. After the expiration of the



time specified by the Partners, any undisbursed reserves shall be distributed in accordance with the priorities of this Paragraph 11.

12. NOTICES. All notices hereunder shall be sent, delivered or given to the addresses shown on the signature page hereof (or to such other address as may be given through notice by a Partner to all other Partners). Notices shall be effective upon receipt, unless given by certified mail, in which case such notices shall be effective when deposited in the United States Mail, postage prepaid.

13. RIGHT OF CONTRIBUTION. Notwithstanding the fact that the obligations of the Partners may be joint and several as far as lenders of the Partnership are concerned, the Partners hereby agree that each Partner shall be liable only for principal, interest, costs, expenses and other authorized charges arising under Partnership loans in accordance with their respective Percentage Interests. In the event any Partner is required to pay any amounts under any Partnership obligation, the other Partner(s) shall reimburse such Partner for their respective shares of the amount so paid, together with any legal expenses or other costs reasonably incurred in connection therewith, within ten (10) days after written demand. If a Partner shall fail to make reimbursement within said ten (10) day period, that Partner shall be obligated to the Partner making demand for his or her share of the amount advanced by such Partner, including reasonable costs and legal expenses, together with interest accrued from the date of demand at a per annum rate four (4) percentage points in excess of the prime rate announced from time to time by SouthTrust Bank, N.A.

14. LIMITATION ON PARTITION OR SALE FOR DIVISION. Each of the Partners hereby covenants and agrees, for fifteen (15) years from the date hereof, not to file any legal or equitable proceeding seeking the partition or division of the Subject Property or any part thereof or the sale (for division of the proceeds) of the Subject Property or any part thereof. The Partners agree that the limitations contained herein are in all respects reasonable and are necessary and important for the protection of the interests of the Partnership and all of the Partners.

15. LIQUIDATION OF A PARTNER'S INTEREST.

(a) Death of a Partner. Upon the death of a Partner, the deceased Partner's estate shall sell and transfer to the Partnership, and the Partnership shall purchase from the deceased Partner's estate, such Partner's entire Partnership Interest, at the price and upon the terms and conditions hereinafter set forth.

(b) Purchase Price. The Purchase Price of a deceased Partner's Partnership Interest to be purchased and sold pursuant to this Paragraph 15 shall be an amount determined by multiplying (a) his Percentage Interest by (b) the lesser of (i) \$500,000.00 or (ii) the fair value of Partnership Assets. For purposes of this Agreement, the "fair value" of all Partnership assets shall be determined by the accountants for the Partnership according to the following:

(a) All Partnership assets other than the Subject Property shall be taken at book value as of the end of the fiscal year immediately preceding the date of death of the affected Partner;

(b) The Subject Property shall be appraised by an MAI Appraiser designated by a majority in interest of the Partners and such appraised value shall be used for the Subject Property in lieu of its book value; and

(c) All liabilities of the Partnership shall be deducted.

Such amounts shall be paid within ninety (90) days following the date of such Partner's death.

Notwithstanding anything to the contrary contained herein, the deceased Partner's estate shall have no obligation to sell or otherwise transfer to the Partnership the deceased Partner's Partnership Interest unless and until the deceased Partner is released from all liabilities of the Partnership owed to creditors of the Partnership (other than Partners). The surviving Partners shall use their good faith efforts to obtain the release of the deceased Partner from such liabilities of the Partnership, but shall incur no liability for failure to obtain such release.

16. INSURANCE POLICIES SUBJECT TO THIS AGREEMENT. At the time of the execution of the Agreement, insurance on the lives of the Partners has been applied for in the following amounts, such insurance policies to be owned by and payable to the Partnership.

<u>Partner</u>	<u>Death Benefit Applied For</u>
Sarah Hays, M.D.	\$300,000.00
Stancil Handley	\$300,000.00
Toy Holland	\$100,000.00 out.
Robert Green	\$100,000.00
	<u>300,000.00</u>

In the event one or more of such policies are actually issued, they shall be listed on a Schedule of Life Insurance, the form of which is attached hereto as Exhibit "C," and the Partners shall execute said Schedule. This Agreement shall be binding upon the parties irrespective of whether such policies are



issued. The Partnership may, from time to time, procure additional insurance policies on the Partners' lives, substitute existing policies or make other changes in such insurance coverage to effectuate this Agreement. Any such additions, deletions or changes shall be reflected by the execution of a new or amended Exhibit "C" reflecting such additions, deletions or change in the policy subject to this Agreement. The parties recognize that this Agreement will have no effect upon the proceeds of any life insurance policy unless and to the extent said policy is listed and described on Exhibit "C" attached hereto. Premiums for such insurance shall be paid by the Partnership and charged equally to the capital accounts of the Partners. The Partners, in their individual capacities, shall have no control over such policies such as would give them any incidents of ownership for purposes of Section 2042 of the Internal Revenue Code of 1986, as amended. Each Partner shall execute any and all forms required by insurance carriers in connection with any new applications or policy changes by the Partnership.

17. MISCELLANEOUS PROVISIONS.

(a) Governing Law. This Agreement and the rights of the Partners hereunder shall be interpreted and governed in accordance with the laws of the State of Alabama.

(b) Amendments. This Agreement may be modified or amended only upon the written agreement of all Partners.

(c) Severability. If any provisions of this Agreement, or the application thereof to any party or circumstance, shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions to any person or circumstance other than that which is determined to be invalid or unenforceable, shall not be affected thereby. Each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

(d) Relationship of Partners. It is specifically understood and agreed by and between the Partners that this Partnership extends only to and is limited to the rights and obligations under this Agreement, and nothing herein shall be construed to constitute any Partner the general agent of another Partner, nor in any manner to limit the Partners from carrying on their respective business or activity other than the activities included within the scope of the Partnership. Nothing herein shall deprive or otherwise affect the right of any Partner, or any officer, director, shareholder or affiliate of a Partner, to own, invest in, manage or operate property or to conduct business activities which are competitive with the business of the Partnership.



(e) Gender and Number. Throughout this Agreement, wherever the context so permits, the masculine gender shall be deemed to include the feminine gender and vice-versa, and the singular shall be deemed to include the plural and vice-versa.

(f) Majority: As used herein, a "majority in interest" of the Partners shall mean a group of one or more Partners whose aggregate Percentage Interest exceeds 50%; and a "majority in interest" of a particular group of Partners shall mean a group of one or more Partners within such group whose aggregate Percentage Interest exceeds 50% of the aggregate Percentage Interest of all Partners within such group.

(g) Binding Effect. This Agreement shall be binding upon all the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

(h) Captions. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope of the provisions hereof.

IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first written above.

Sarah Hays
Sarah Hays, M.D.

Address: 807 Lowwood Rd S.
Birmingham, AL 35222

Stancil Handley
Stancil Handley

Address: P.O. Box 828
Columbiana, AL 35051

Toy Holland
Toy Holland

Address: 826 C. Brown Parkway E
Prichard, AL 35207

Robert Green
Robert Green

Address: 2901 Timber Ln
Prichard, AL 35207



STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Toy Holland, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, she executed the same voluntarily on the day the same bears date.

Given under my hand this 16th day of November, 1987.

William R. Sylvester
Notary Public
My Commission Expires: 9-26-89

STATE OF ALABAMA)


JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert Green, whose name is signed to the foregoing General Partnership Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 16th day of November, 1987.

William R. Sylvester
Notary Public
My Commission Expires: 9-26-89

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SALE AND ASSIGNMENT
OF
PARTNERSHIP INTEREST

THIS SALE AND ASSIGNMENT made as of January 2, 1989, by and among the following individuals, all residents of the State of Alabama:

SELLER:

TOY HOLLAND (the "Seller")

and

PURCHASERS:

SARAH HAYS, M.D.
STANCIL HANDLEY
ROBERT GREEN
(the "Purchasers")

W I T N E S S E T H:

WHEREAS, AOA Partnership, an Alabama general partnership (the "Partnership"), was formed on November 16, 1987, pursuant to a General Partnership Agreement (the "Partnership Agreement") by and among the Seller and the Purchasers, as partners; and

WHEREAS, pursuant to the Partnership Agreement each of the Seller and the Purchasers made equal contributions to the capital of the Partnership and is presently entitled to equal allocations of Partnership capital, profits, losses and distributions; and

WHEREAS, the Seller desires to sell her entire interest in, and to withdraw from, the Partnership, and each Purchaser desires to purchase from the Seller a pro rata share of such interest and to continue the business of the Partnership.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. SALE OF PARTNERSHIP INTEREST.

(a) For and in consideration of the payment by Purchasers of the purchase price described in Paragraph 2 hereof, the Seller hereby sells, assigns, transfers and conveys to each Purchaser a pro rata share of Seller's entire interest in the Partnership, as follows:



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<u>Purchaser</u>	<u>Interest Purchased</u>
Sarah Hays, M.D.	8 1/3%
Stancil Handley	8 1/3%
Robert Green	8 1/3%
Total	25%

(b) The sale, assignment, transfer and conveyance described in Paragraph (a) hereof is intended to be a sale of all of the Seller's interest in the Partnership. From and after the date hereof, the Purchasers will constitute the sole Partners of the Partnership, and will each hold a Percentage Interest, as defined in Paragraph 6 of the Partnership Agreement, equal to 33 1/3%.

2. PURCHASE PRICE.

(a) In consideration of the sale, assignment, transfer and conveyance described in Paragraph 1(a) hereof, each Purchaser agrees to pay to the Seller the following sum:

<u>Purchaser</u>	<u>Purchase Price</u>
Sara Hays, M.D.	\$2,666.67
Stancil Handley	2,666.67
Robert Green	2,666.66
Total	\$8,000.00

(b) The purchase price set forth in Paragraph (a) hereof shall be due and payable from each Purchaser in eight (8) equal monthly installments of \$333.33, without interest, the first such installment from each Purchaser to be due and payable February 2, 1989; provided, however, that in the event Seller, at any time during the period that any amount of such purchase price shall remain unpaid and outstanding, shall relocate and move from Jefferson County, Alabama, the entire balance of the purchase price then due and outstanding from each Purchaser shall be immediately due and payable.

(3) REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to each Purchaser that she owns the respective partnership interests conveyed herein, that she has the full right, power, capacity and authority to enter into this Agreement and to sell and transfer such interests and that such interests are being conveyed to the Purchasers free and clear of all liens, security interests and encumbrances.

4. NECESSARY ACTION. Each of the parties hereto agrees to (i) cause the Partnership Agreement to be amended to reflect the withdrawal of the Seller as a Partner thereof as of the date hereof; (ii) cause the Partnership, after consultation with the Partnership's accountants, to file a timely election pursuant to Section 754 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder with respect to the taxable year ending December 31, 1989, the purpose of which shall be to permit an adjustment in the basis of Partnership property pursuant to Section 743 of the Code; and (iii) perform such other and further acts and to execute and deliver any instruments or documents which may be reasonably necessary to carry out the provisions hereof.

5. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Alabama.

6. BINDING EFFECT. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, representatives, successors and assigns.

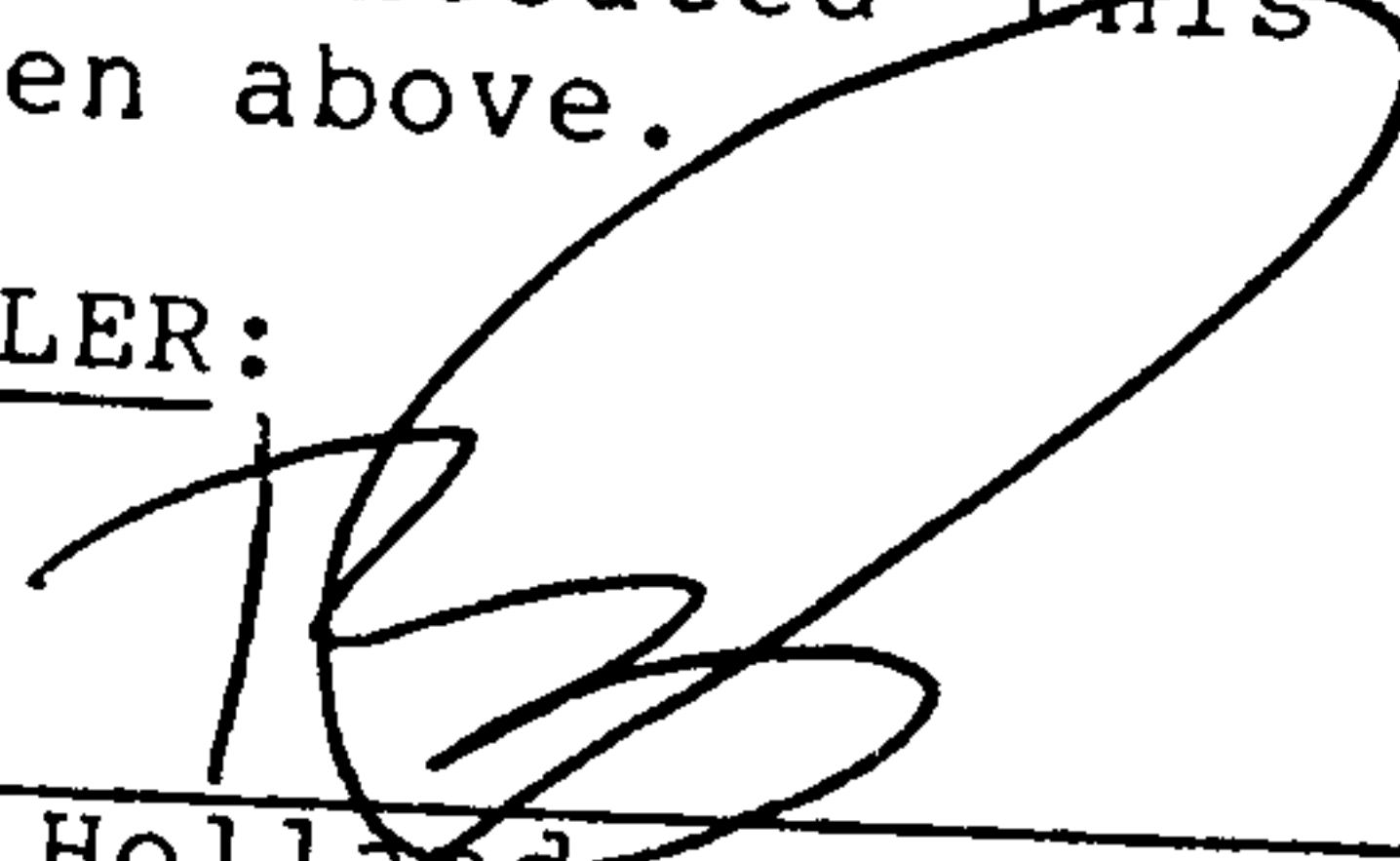
7. COUNTERPARTS. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall constitute one agreement, binding upon all parties hereto, notwithstanding that all parties are not signatory to the original or the same counterparts.

IN WITNESS WHEREOF, the parties have executed this Sale and Assignment as of the date first written above.

WITNESS:

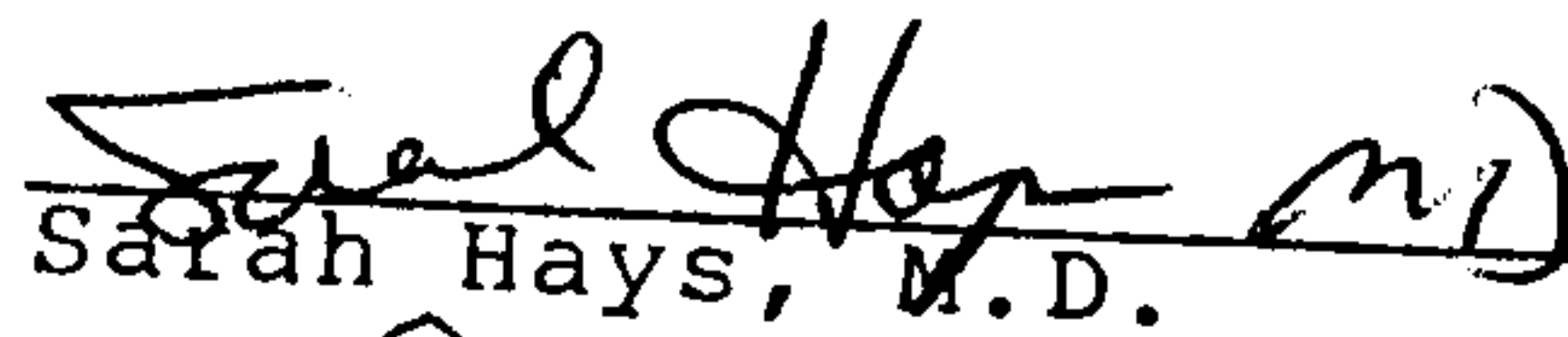
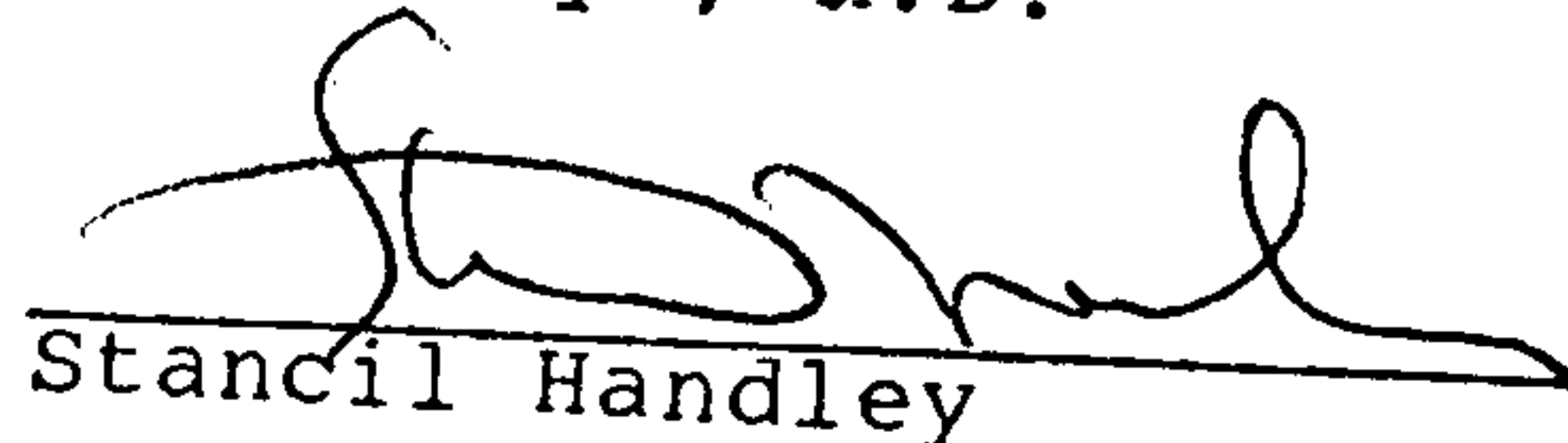
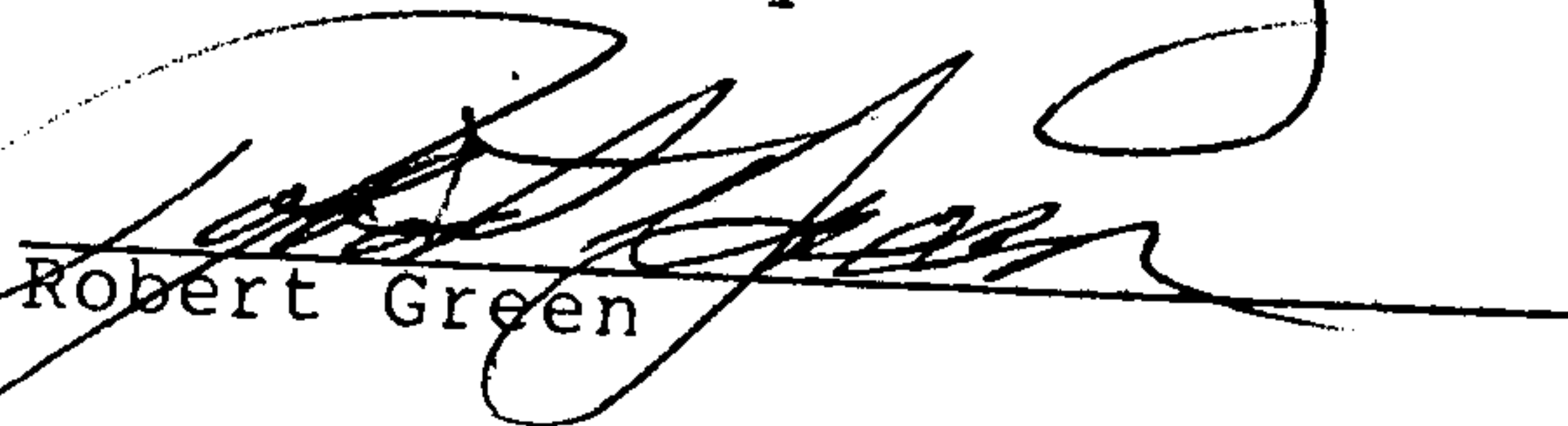
WITNESS:

SELLER:



Toy Holland

PURCHASERS:


Sarah Hays, M.D.
Stancil Handley
Robert Green

3891M



AMENDMENT

TO

GENERAL PARTNERSHIP AGREEMENT FOR AOA PARTNERSHIP

THIS AMENDMENT made as of January 2, 1989, by and among SARAH HAYS, M.D., STANCIL HANDLEY, ROBERT GREEN (collectively, the "Continuing Partners") and TOY HOLLAND (the "Withdrawing Partner").

W I T N E S S E T H:

WHEREAS, AOA Partnership, an Alabama general partnership (the "Partnership"), was formed on November 16, 1987, pursuant to a General Partnership Agreement (the "Partnership Agreement") by and among the Continuing Partners and the Withdrawing Partner; and

WHEREAS, pursuant to a Sale and Assignment of Partnership Interests (the "Assignment"), dated as of the date hereof, the Withdrawing Partner has sold, assigned, transferred and conveyed to each of the Continuing Partners a pro rata share of the Withdrawing Partner's entire interest in the Partnership; and

WHEREAS, the parties desire to amend the Partnership Agreement to reflect the withdrawal of the Withdrawing Partner as of the date hereof and the intention of the Continuing Partners to continue the business and affairs of the Partnership.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. Withdrawal of Withdrawing Partner. Effective as of the date hereof, the Withdrawing Partner does hereby withdraw from the Partnership. The Continuing Partners hereby consent to such withdrawal and to the assignment of the Withdrawing Partner's interest in the Partnership pursuant to Paragraph 10(a) of the Partnership Agreement. The Continuing Partners acknowledge their intent, and hereby agree, to continue the business and affairs of the Partnership without dissolution, liquidation or termination.

2. Amendment to Partnership Agreement. Paragraph 6 of the Partnership Agreement is hereby amended by deleting said Paragraph 6 in its entirety and substituting the following in lieu thereof:



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6. Allocation of Profits and Losses. Profits and losses, and each item entering into the computation thereof, shall be allocated among the Partners according to the following proportions (referred to herein as the "Percentage Interests"):

<u>Partner</u>	<u>Percentage Interest</u>
Sarah Hays, M.D.	33 1/3%
Stancil Handley	33 1/3%
Robert Green	33 1/3%
Total	100%

3. Partners of the Partnership. From and after the date hereof, any and all references to a "Partner" in the Partnership Agreement shall mean and include only a Continuing Partner, and any reference to the "Partners" shall mean and include only the Continuing Partners.

4. Binding Effect. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, representatives, successors and assigns.

5. Counterparts. This Agreement may be executed in two or more counterparts, and all counterparts so executed shall constitute one agreement, binding upon all parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterparts.

IN WITNESS WHEREOF, the parties have executed this Amendment to General Partnership Agreement as of the date first written above.

WITNESS

CONTINUING PARTNERS:

Sarah Hays, M.D.
Sarah Hays, M.D.

Stancil Handley
Stancil Handley

Robert Green
Robert Green

WITNESS

WITHDRAWING PARTNER:

Toy Holland
Toy Holland

3892M

