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AMENDMENT TO PARTNERSHIP AGREEMENT  
OF ALABASTER DENTAL ASSOCIATES

This AMENDMENT TO PARTNERSHIP AGREEMENT made effective this 14 day of April, 1983, by and between Dr. Douglas M. Allen, Dr. Richard Penfield, Dr. Newton Burton, Dr. David Glasgow, and Supportive Home Care, Inc., (hereinafter referred to as "Partners", and individually as "Partner"), all residents of the State of Alabama.

W I T N E S S E T H

WHEREAS, Alabama Dental Associates, a Partnership formed on March 28, 1980, and amended on May 21, 1980, and;

WHEREAS, all of the Partners are now desirous of amending said Partnership to delete Dr. Theodore P. Beck and Dr. Robert Cohen as Partners, and;

WHEREAS, the Partners are further desirous of clarifying several aspects of the Partnership Agreement by this amendment;

THEREFORE, in consideration of the mutual promises herein contained and agreements of sale between the Partnership and individual Partners referred to herein, the parties hereto agree to amend the Partnership Agreement of Alabaster Dental Associates as follows:

I. Heretofore Dr. Theodore P. Beck and Dr. Robert M. Cohen have transferred their interest in the Partnership to other Partners wherein the remaining Partners have agreed to indemnify and hold Dr. Theodore P. Beck and Dr. Robert M. Cohen harmless from any liability which they have incurred to date or will incur in the future as a result of either individual's participation in

*Courtney H. Mason*

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the Partnership.

II. Paragraph 5(b) of the General Partnership Agreement of the Alabaster Dental Associates, a Partnership dated January 31, 1980, is hereby deleted and in lieu thereof is inserted as follows:

5(b) Additional contributions to the of the Partnership shall be required only the extent determined necessary by the consent of Partners holding two-thirds or more of the total units of partnership's interest, as provided in Paragraph 7 hereof.

III. Paragraph 6 of the General Partnership Agreement of the Alabaster Dental Associates, a Partnership dated January 31, 1980, is hereby deleted and in lieu thereof is inserted as follows:

6(a) A separate capital account shall be maintained for each Partner. Each Partner's capital account shall initially consist of the amount of his original capital contribution as set forth hereinabove. Nothing contained in this Agreement shall in any way prohibit or prevent the establishment of unequal capital accounts.

6(b) The capital accounts of each Partner shall be increased by:

(i) The amount of any additional contributions made by such Partner to the Partnership (other than loans to the Partnership);

(ii) The amount of Partnership income allocated to such Partner under the terms of this Agreement; and

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(iii) The amount of Partnership gain or profit allocated to such Partner under the terms of this Agreement.

6(c) The capital account of each Partner shall be decreased by:

(i) The amount of Partnership losses allocated to such Partner under the terms of this Agreement; and

(ii) All amounts paid or distributed to such Partner under the terms of this Agreement (other than payments to any Partner on account of loans to the Partnership or on account of service rendered to the Partnership).

IV. Paragraph 7(c) of the General Partnership Agreement of the Alabaster Dental Associates, a Partnership dated January 31, 1980, is hereby deleted and in lieu thereof is inserted as follows:

7(c) There shall be six hundred total units of partnership interest. In consequence of their capital contributions to the Partnership, each Partner shall receive the following units of partnership interest:

Dr. Douglas M. Allen.....	120 Units
Dr. Richard Penfield.....	120 Units
Dr. Newton Burton.....	120 Units
Dr. David Glasgow.....	120 Units
SUPPORTIVE HOME CARE, INC.....	120 Units

V. Paragraph 8 of the General Partnership Agreement of the Alabaster Dental Associates, a Partnership dated January 31, 1980, is hereby amended to add the following provision:

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8(c) In the event that the building owned by this Partnership is either sold or refinanced, each Partner shall receive an equal share of any proceeds or distributions.

VI. Paragraph 11 of the General Partnership Agreement of the Alabaster Dental Associates, a Partnership dated January 31, 1980, and amended on or about May 21, 1980, is hereby deleted and in lieu thereof is inserted the following:

11. ADDITIONAL PARTNERS: New Partners shall be

admitted to the Partnership only upon the unanimous written consent of all Partners. Such proposed new Partners need not be duly licensed to practice medicine but must be within the description of entities as defined or described in Section 11-58-1 of the Code of Alabama.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first above written.

WITNESSES:

*[Handwritten signatures of witnesses]*

*[Handwritten signature]*

*[Handwritten signature]*  
DR. DOUGLAS M. ALLEN  
*[Handwritten signature]*  
DR. RICHARD PENFIELD  
*[Handwritten signature]*  
DR. NEWTON BURTON  
*[Handwritten signature]*  
DR. DAVID GLASGOW  
SUPPORTIVE HOME CARE, INC.  
By: *[Handwritten signature]*  
Its President

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THE OFFICIAL SEALING CO.  
I CERTIFY THIS  
NEW HAS FILED  
1983 APR 15 PM 4:16  
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Ind 1.00  
7.00