

This instrument was prepared by:

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STATE OF ALABAMA)

SHELBY COUNTY)

FIRST AMENDMENT TO
GENERAL PARTNERSHIP AGREEMENT OF
CAHABA PRACTICE REAL ESTATE PARTNERSHIP

THIS FIRST AMENDMENT to the General Partnership Agreement of Cahaba Practice Real Estate Partnership (hereinafter referred to as the "Partnership"), made and entered into this 29th day of March, 2000, by and among **ROBERT C. SNYDER, JR., M.D. and GAYLE SNYDER** (hereinafter collectively referred to as the "Partners"), and **THOMAS J. SMITHERMAN, III, M.D.** (the "Withdrawing Partner"), as follows:

WITNESSETH:

WHEREAS, the Partnership was created upon the execution of the partnership agreement dated the 23rd day of January, 1992 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties hereto now desire to amend the Agreement to reflect the withdrawal of Thomas J. Smitherman, III, M.D. as a Partner of the Partnership and the resulting reapportionment of interests in the Partnership;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties, the parties do hereby agree and bind themselves as follows:

1. Pursuant to Section 16 of the Agreement, as consideration for the partnership interest owned by the Withdrawing Partner, the Partnership shall pay to the Withdrawing Partner a total purchase price of Two Hundred Seventeen Thousand Five Hundred Seventy-Two and 35/100 Dollars (\$217,572.35) payable by check in one lump sum simultaneously with the execution of this Agreement, the receipt of which is hereby acknowledged. The Withdrawing Partner hereby withdraws as a Partner of the Partnership.

2. As a result of the withdrawal of the Withdrawing Partner, the General Partnership Agreement of Cahaba Practice Real Estate Partnership is hereby amended as follows:

2.1 Section 3 of the Agreement is hereby deleted in its entirety and there is substituted in lieu thereof the following:

"3. Partners. The names and addresses of the Partners are as follows:

<u>Name</u>	<u>Address</u>
Robert C. Snyder, Jr., M.D.	2508 U.S. Highway 31 South Pelham, Alabama 35124
Gayle Snyder	2508 U.S. Highway 31 South Pelham, Alabama 35124

2.2 Section 6.1 of the Agreement is hereby deleted in its entirety and there is substituted in lieu thereof the following:

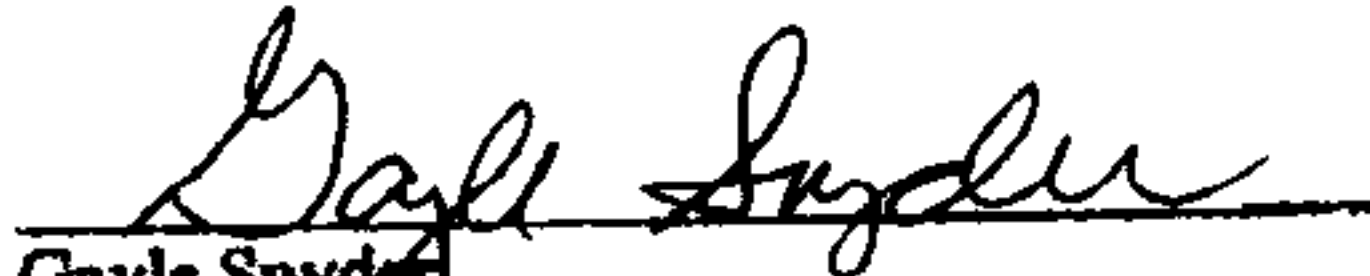
"6.1 The Partners agree that their interest in this Partnership shall be as follows:

<u>Name</u>	<u>Percentage</u>
Robert C. Snyder, Jr., M.D.	50%
Gayle Snyder	50%

3. The parties to this Agreement do hereby ratify, confirm and approve all of the other terms and provisions of the Agreement dated January 23, 1992.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment on the 29th day of March, 2000.


Robert C. Snyder, Jr., M.D.


Gayle Snyder

(PARTNERS)


Thomas J. Smithers, III, M.D.

(WITHDRAWING PARTNER)