

MEMBERSHIP INTEREST PURCHASE AGREEMENT

MEMBERSHIP INTEREST PURCHASE AGREEMENT, dated September 1, 2003, by and among David Wilhelm, M.D. ("Wilhelm"), Karin B. Rock, M.D. ("Rock"), Michael B. Randle, D.M.D. ("Randle") and Harvey S. and Renee B. Harmon, M.D. ("Harmons").

WITNESSETH:

WHEREAS, David B. Wilhelm, M.D. is the owner of a forty-one and one fourth percent (41.25%) membership interest (the "Membership Interest") in Greystone Medical Building, LLC, an Alabama limited liability company (the "Company");

WHEREAS, Karin B. Rock, M.D. is the owner of a forty-one and one fourth percent (41.25%) membership interest (the "Membership Interest") in Greystone Medical Building, LLC, an Alabama limited liability company (the "Company");

WHEREAS, David B. Wilhelm, M.D. and Karin B. Rock, M.D. ("Sellers") each desire to sell sixteen and one-fourth percent (16.25%) of their Membership Interest to Harvey S. and Renee B. Harmon, M.D. (collectively, the "Purchasers"), and the Purchasers desire to purchase the Membership Interest from the Seller; and

WHEREAS, Randle desires to consent to the purchase and sale of the Membership Interest.

NOW, THEREFORE, the parties hereby agree as follows:

1. **PURCHASE AND SALE OF MEMBERSHIP INTEREST.** The Sellers hereby sell to Purchaser, and Purchaser hereby purchases from the Seller, the portion of the Membership Interest set forth opposite the name of such Purchaser below:

Harvey S. and Renee B. Harmon, M.D. 32.50%

2. **PURCHASE PRICE AND PAYMENT.** The purchase price of the Membership Interest is One Hundred Thirty Thousand and 00/100 Dollars. Simultaneously with the execution of this Agreement, each of the Purchasers has paid to the Seller the amount of the purchase price set forth opposite the name of such Purchaser below:

Harvey S. and Renee B. Harmon, M.D. \$130,000.00

3. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby represents and warrants to the Purchasers as follows:

- (a) The Seller is the sole record and beneficial owner of the Membership Interest.
- (b) The Membership Interest is free and clear of all liens, charges and encumbrances and is not subject to any restrictions with respect to their transferability.
- (c) The Seller has full power and authority to sell, transfer, assign and deliver the Membership Interest to Purchasers.
- (d) Each Purchaser shall receive good and marketable title to portion of the Membership Interest sold to such Purchaser hereunder.

4. **CONSENT AND ACKNOWLEDGEMENT.** Randle hereby consents to the purchase and sale of the Membership Interest pursuant to this Agreement. The Sellers, Purchasers and Randle hereby acknowledge that, as a result of such purchase and sale, the membership interests of the Company are owned by them as follows:

Wilhelm	25.00%
Rock	25.00%
Harmons	32.50%
Randle	<u>17.50%</u>
	100.00%

5. **NECESSARY ACTION.** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

6. **BENEFIT.** This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, assigns and legatees.

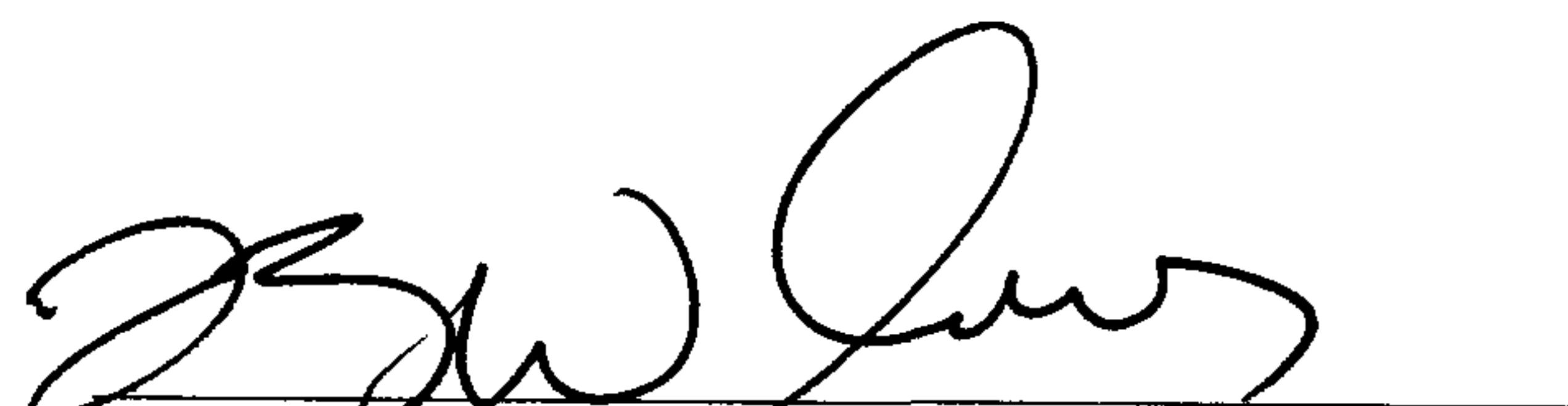
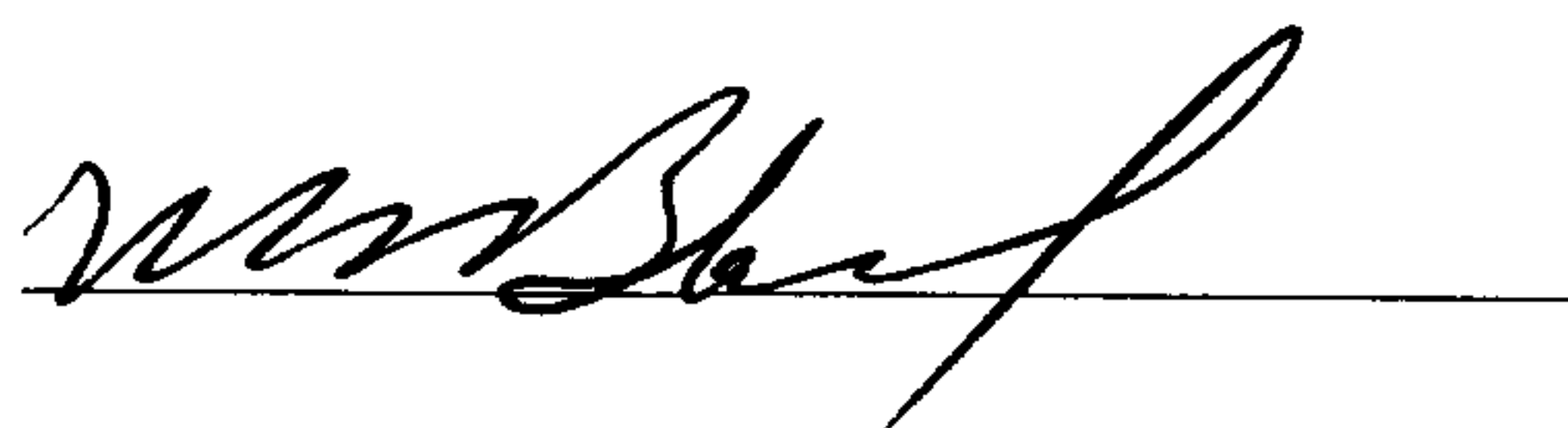

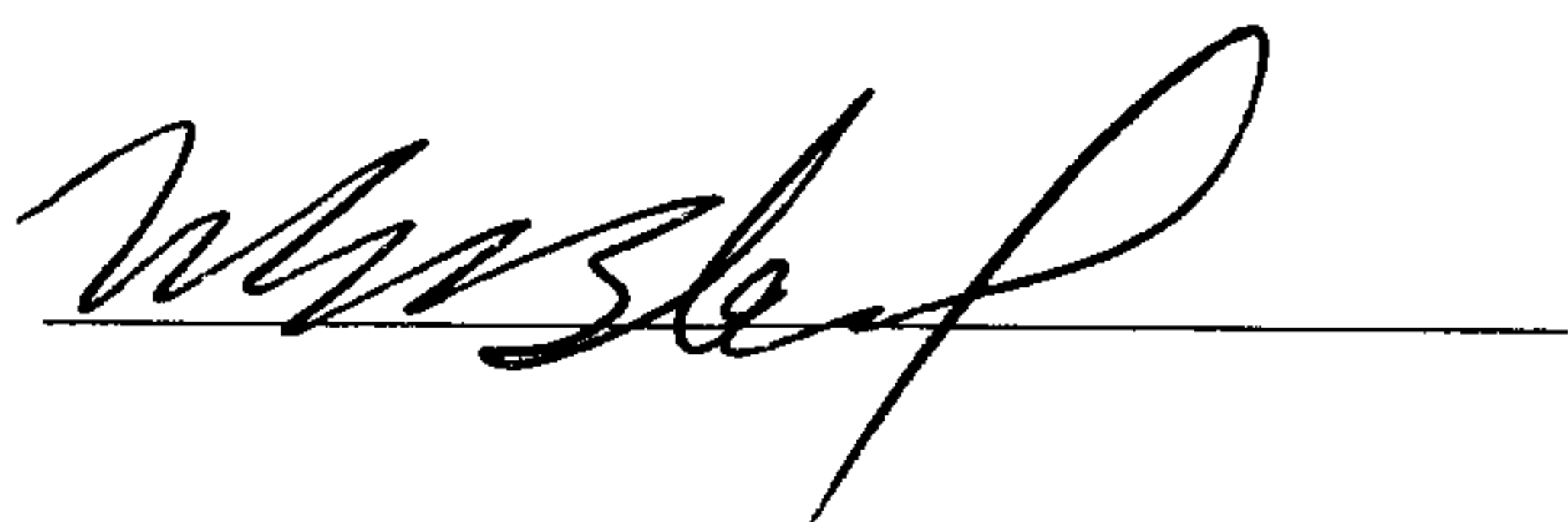
7. **APPLICABLE LAW.** This Agreement shall be interpreted, construed and enforced according to the laws of the State of Alabama.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. It may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, discharge or termination is sought.

9. **SURVIVAL OF REPRESENTATIONS.** The representations, warranties, covenants and agreements made by the Seller and the Purchaser in this Agreement shall not be discharged or dissolved upon, but shall survive, the purchase and sale of the Membership Interest and shall be unaffected by any investigation made by either party at any time.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WITNESS:


David Wilhelm, M.D.
Karin B. Rock, M.D.

Mr. Bluff

Michael B. Randle
Michael B. Randle, D.M.D.

Mr. Bluff

Harvey S. Harmon
Harvey S. Harmon, M.D.

Mr. Bluff

Renee B. Harmon
Renee B. Harmon, M.D.

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Shelby Cnty Judge of Probate, AL
10/17/2003 16:13:00 FILED/CERTIFIED