

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
CONNIE BANKERSLEY  
P.A.C.  
PARTNERSHIP AGREEMENT

THIS AGREEMENT by and among Jim D. Burford, M.D., James C. Mensone, M.D., and William B. Drury, M.D., hereinafter referred to as the Partners,

W I T N E S S E T H :

That the said Partners do hereby form a partnership under the terms and conditions hereinafter contained:

1. The name of this partnership shall be Eastside Clinic Partnership.
2. The principal place of business of the partnership shall be at Greenville, South Carolina, and the nature of the partnership business shall be to acquire real estate and construct, equip and operate a medical office building located at Gibson Square, Old Spartanburg Road, Greenville, South Carolina.
3. This partnership shall commence on July 30, 1979, and shall continue perpetually unless terminated as hereinafter provided.
4. The initial capital of the partnership shall consist of the proceeds of a loan or loans to the partnership from Bankers Trust of South Carolina, payment of which shall be guaranteed by the partners, and which shall be considered as a joint and equal contribution of the three partners. The Partners shall contribute in equal shares any additional capital that they may deem to be necessary to the operation of the partnership business.
5. An individual capital account shall be maintained for each Partner. The capital of each Partner shall consist of his original contribution of capital, increased by (a) additional capital contributions and (b) any credit balances transferred from his drawing account to his capital account, and decreased by (a) distributions in reduction of partnership capital and (b) his share of partnership losses, if charged to the capital accounts of the Partners.
6. An individual drawing account shall be maintained for each Partner. All withdrawals by a Partner shall be charged to his drawing account. Withdrawals during the year shall be limited to such amounts as the Partners, by a majority vote, shall determine from time to time. Each Partner's share of any partnership net loss shall be charged to his drawing account, unless the Partners, by a majority vote, agree to charge such loss to the capital accounts of the Partners. Each Partner's share of partnership profits

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