

## ARTICLE VI

## MANAGEMENT OF THE PARTNERSHIP

(a) Voting. All issues, questions, matters and decisions with respect to the Partnership, to the extent not resolved by this Agreement shall be resolved by vote of the Partners with each Partner having a vote equal to his percentage interest in the Partnership as set forth in (d) below provided that a non-contributing Partner shall not be entitled to vote.

(b) Managing Partner. The Partners shall determine from time to time which Partner shall be in charge of the day to day business of the Partnership. Initially, the Managing Partner shall be William S. Minter, Jr. The Managing Partner is authorized to manage the day to day affairs of the Partnership in conformity with this Agreement.

(c) Contracts. No Partner may commit the Partnership to any contract or transaction without the written consent of the other Partners totalling at least a majority interest in the Partnership provided however that the Managing Partner is authorized to carry on the duties required of the Managing Partner including the payment of operating expenses, debt service, and liabilities of the Partnership, and shall be permitted to enter into contractual obligations for the Partnership not exceeding the sum of Ten Thousand and no/100 (\$10,000.00) Dollars.

(d) Percentage ownership of Partnership shall be:

William S. Minter, Jr. 20% - Capital Contribution \$60,000.00  
 Walter J. Roberts, Jr., M.D. 20% - Capital Contribution \$60,000.00  
 Richard Wayburn, M.D. 20% - Capital Contribution \$60,000.00  
 Rodney A. Peeples 20% - Capital Contribution \$60,000.00  
 J. Gillis Coleman 10% - Capital Contribution \$30,000.00  
 James D. Coleman 10% - Capital Contribution \$30,000.00

## ARTICLE VII

## RELATIONSHIP OF PARTNERS

No Partner shall have any power to bind the other Partners, except as specifically provided in this Agreement.

Nothing in this Agreement shall be deemed to restrict in any way the freedom of any Partner to conduct any business or any activity whatsoever without any accountability to the Partnership or to the other Partner, even if such business or activity competes with the business of the Partnership.

Each of the Partners hereby recognizes that the Partnership will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Internal Revenue Code, as amended; provided, however, that the