

4.2 The capital contributed at the time of the formation of the Partnership shall be included in the initial balance sheet of the business, and the amounts of additional capital commitment made thereafter shall constitute assets of the Partnership enforceable by it against each such Partner in accordance with Section 4.7 below.

4.3 In addition to the capital commitments described above in Sections 4.1 and 4.2, the Partners shall be responsible for their proportionate share of other Partnership expenses, but the expulsion provisions of Section 4.7 below shall not be operable for nonpayment of such expenses, the remedy of the Partnership being an action to compel such contributions or by charge to the capital account of such noncontributing Partner.

4.4 An individual capital account shall be maintained for each Partner.

4.5 Except by unanimous agreement of the Partners or on dissolution of the Partnership by the death of a Partner, the capital contributions of a Partner shall not be subject to withdrawal.

4.6 The Partners shall not be entitled to interest on their capital account.

4.7 Enforcement of Additional Capital Contributions.

4.7.1 Each Partner agrees hereby to contribute the capital set forth in Section 4.1 above. The amounts of additional capital set forth therein constitute the amounts deemed necessary by the Partners to carry out the Partnership's objective of acquiring and holding the Partnership's property. While sale and rental of the Partnership property prior to full payment of the Partnership indebtedness may decrease or eliminate the amounts of capital to be contributed, each Partner recognizes that he is liable to contribute said capital in accordance with Section 4.1 above.

4.7.2 Should any Partner fail to pay a capital contribution when required, he shall be in default of his capital commitment obligation and the Partnership may sue in its name to enforce the defaulting Partner's capital commitment obligation or may, upon the affirmative vote of a majority of the owners in interest of the remaining Partnership units, elect to expel the Partner from the Partnership. The expelled Partner shall be entitled to receive in cash payable in five equal annual installments without interest commencing 60 days following his expulsion that portion of his capital contributions to date attributable to payment of the original purchase price of the Partnership property, which shall include his share of the down payment for the property and his share of principal payments made on the partnership indebtedness existing or created at time of formation, but shall not include interest on said notes, taxes on the property and/or other expenses in connection with maintenance of the property

