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At any time prior to such time as the Non-Contributing Partner fully reimburses the Contributing Partner(s) his proportion of the additional contribution, the Contributing Partner(s) may give the Non-Contributing Partner Notice of election to purchase the Partnership Interest of the Non-Contributing Partner. If within ten (10) days after such Notice the Non-Contributing Partner does not cure the default and reimburse all sums advanced by the Contributing Partner(s) on his behalf, if any, with interest as required herein, the Contributing Partner(s) may, upon tender to the Non-Contributing Partner, cash equal to the non-contributing Partner's capital contribution to the Partnership and shall be deemed to have purchased the entire Partnership Interest of the Non-Contributing Partner, all his units of Partnership Interest, the right to return of his contributions to the Partnership, his cash flow account, his distributive share of profits, and all other right, title, and interest in the Partnership and the Property. The transfer of the Non-Contributing Partner's interest shall be automatic, and no assignment, deed or instrument of conveyance shall be necessary to accomplish it.

(d) Individual Capital Accounts. An individual Capital Account shall be maintained for each Partner. The Individual Capital Account of each Partner shall consist of the amount or value of the sum of his contributions to the capital of the Partnership as set forth in this Article, and it shall be (A) increased (i) by the amount or value of his additional contribution to the capital of the Partnership, (ii) by his share of any Profits as set forth below and (B) decreased (i) by his share of any distributions of any Partnership cash or assets and (ii) by his share of any losses as set forth below. Provided, however, that in the computation of losses for this purpose (i.e., adjusting individual Capital Accounts as provided in this paragraph), depreciation and other non-cash amortizations and charges shall not be taken into account, except that special allocations, if any, of depreciation and other non-cash amortizations and charges shall be taken into account to the extent such special allocations to a Partner exceed his proportionate

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