

accounts of the Partners, and (ii) then to the extent of the balance of capital appreciation and surplus in accordance with the profit interest of the Partners as set forth in this paragraph 5. Upon the termination of the Partnership, any deficit in a Partner's capital account must first be replenished out of the Partner's share of profits or the distributions provided for in (i) and (ii) above before any further liquidating distributions shall be made to such Partner.

6. Salaries and Drawings. No Partner shall receive any salary for services rendered to the Partnership except as may be determined otherwise by a majority vote of all Partners. Except for amounts thereof set aside as reserves for the business needs of the Partnership, any Partner, from time to time, may withdraw the credit balance in the Partner's income account as provided in subparagraph 5(d) or as shall be determined by a majority vote of the Partners.

7. Additional Funds. (a) Fixed Expenditures. Each Partner shall contribute monthly or at such other times as is necessary the Partner's share, in proportion to the Partner's percentage interest in the Partnership, of the monies needed by the Partnership to meet any obligations, liabilities, or expenditure requirements of the Partnership incurred or reasonably anticipated to be incurred in connection with or as a result of the acquisition, developing, owning, and managing of the Land and Improvements of the Partnership. The Partnership shall keep the Partners well informed of their obligations to make further contributions hereunder in advance of the due dates thereof.

(b) Other Funds. In the event that the reasonable business needs of the Partnership require funds in addition to those described in subparagraph 7(a) above, the Partnership may borrow such funds upon reasonable terms from any lending institution, other business entity, an individual, or from a Partner.