

easements, rights-of-way, or similar interests in the property of the partnership, and sales of parts of the partnership property or interests therein and other similar items which in accordance with general accounting principles are attributable to realization of equity after repayment of all sums advanced pursuant to Paragraph 11 shall be apportioned as follows: Fifty percent (50%) to the General Partners and Fifty percent (50%) to the Limited Partners.

Thereafter, said sums shall be distributed in accordance with paragraph 9(b) hereof.

And such sums shall be distributed as and when, in accordance with sound accounting principles, such is proper.

For purposes of this agreement, the term "equity" shall refer to the difference between the unpaid balance of the original FHA loan on the Project, plus advances pursuant to Paragraph 11, if any, and the value of the Project without regard to book value.

11. Advances.

The General Partners have covenanted to and agreed with the Limited Partners that if the partnership incurs any liabilities by reason of construction over-runs or reduction in the amount of the mortgage to be insured by the FHA described in the aforementioned commitment; the funds which may be required by reason of the foregoing shall be supplied and advanced by the General Partners, and such funds contributed shall not be an increase in their share of the net profits or losses or distributions in the partnership; but the amount of any such advances shall be a debt due from the partnership to such partners and shall be repaid to them without interest

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