

4. "Negative Net Cash Flow" in any fiscal year of the Partnership shall be the excess, if any, of its cash disbursements including interest payments, if any, made to Partners and Guaranteed Payments made to the General Partners over its cash receipts (other than Special Proceeds, Special Condemnation Proceeds and Gross Rentals During Development).

5. "Depreciation" in any fiscal year of the Partnership shall be the amount deducted for Federal Income Tax Purposes in accordance with Article 9 of the Agreement of Limited Partnership.

6. "Mortgage Amortization" in any fiscal year of the Partnership shall be the amount paid to reduce the mortgage indebtedness during such year or years.

7. "Special Proceeds" in any fiscal year of the Partnership shall be the gross proceeds from:

- (i) the sale of the Partnership property;
- (ii) the full or partial condemnation of Partnership property, the proceeds of which are not considered to be Special Condemnation Proceeds;
- (iii) the financing and refinancing of Partnership property;

net of costs incidental thereto and after payment of all existing obligations secured by such property.

8. "Gross Rentals During Development" shall be the rentals attributable to any leases, subleases or assignments of leases executed by the Partnership collected prior to January 2, 1977.

9. "Net Overage Rentals" in any fiscal year of the Partnership shall mean any rents paid by reason of percentage rental clauses contained in leases of the Partnership with its tenants to the extent that they exceed the minimum guaranteed rentals in said leases and any increased rental payments made by tenants to the extent that they exceed the minimum guaranteed rentals in said leases and any increased rental payments made by tenants after the expiration of the original terms of their leases by reason of a new lease or an extension at a higher rental, but shall not include any payments made by tenants attributable to clauses in leases requiring increased insurance premiums

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