

payable on the property leased by them, to be paid by them, less tax increases over the assessment paid by the Partnership in excess of "tax stop clauses" in leases with the tenants of the Partnership.

10. "Income" shall be all items includable in gross income for Federal Income Tax Purposes, except Special Proceeds and Special Condemnation Proceeds as defined herein.

11. "Special Condemnation Proceeds" in any fiscal year of the Partnership shall be the net amount received by the Partnership attributable to the condemnation of less than Fifteen Percent (15%) in area of the Partnership property; provided, however, that once a total of Fifteen Percent (15%) of the Partnership property shall have been condemned in any year or years, no portion of any further condemnation proceeds shall be considered Special Condemnation Proceeds.

12. "Expenses" shall be all items deductible for Federal Income Tax Purposes, except Depreciation.

(b) For purposes of allocating Partnership Net Profit or Partnership Net Loss between the General Partners and the Limited Partners, Partnership Net Profit or Partnership Net Loss shall be segregated into components as follows:

1. Net Cash Flow, if any.
2. Negative Cash Flow, if any.
3. Depreciation.
4. Mortgage Amortization.
5. Gross Rentals During Development.
6. Net Overage Rentals.

(c) Such components shall be allocated as follows:

1. Net Cash Flow shall be credited in the manner provided in Article 11 of the Agreement of Limited Partnership.
2. Negative Cash Flow shall be charged Fifty Percent (50%) to the General Partners and Fifty Percent (50%) to the Limited Partners.
3. Depreciation, if any, shall be charged Fifty Percent (50%) to the General Partners and Fifty Percent (50%) to the Limited Partners.
4. Mortgage Amortization, if any, shall be credited Fifty Percent (50%) to the General Partners and Fifty Percent (50%) to the Limited Partners.

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