

5. Gross Rentals During Development to the Limited Partners as set forth in Article 11(a)2(iv) (Partnership Distributions) of the Agreement of Limited Partnership, shall be credited pursuant to Article 11 of the Agreement of Limited Partnership.

6. Net Overage Rentals shall be credited pursuant to Article 11 of the Agreement of Limited Partnership.

(d) Special Proceeds and Special Condemnation Proceeds shall be credited pursuant to Article 11 of the Agreement of Limited Partnership.

(e) Allocation among Limited Partners:

The shares of Partnership Net Profit, Partnership Net Loss and Special Proceeds hereinabove charged or credited to the Limited Partners as a whole shall be charged or credited among the Limited Partners in proportion to the total of their respective capital contributions as of the date of such charge or credit.

(f) Allocation among General Partners:

The shares of Partnership Net Profit, Partnership Net Loss and Special Proceeds hereinabove charged to the General Partners as a whole shall be charged or credited among the General Partners as agreed to by said General Partners in a separate agreement.

Partnership Distributions: (a) Partnership funds shall be distributed in the manner and order hereinafter set forth:

1. Gross Rentals During Development as set forth in this Article, Section (a)2(iv) shall be distributed to the General Partners, which distribution shall not be considered as satisfying the obligation of the Partnership to make Guaranteed Payments to the General Partners.

2. Net Cash Flow shall be distributed as follows:

(1) The first \$15,400.00 thereof to the Limited Partners. If the Net Cash Flow is less than \$15,400.00 in any fiscal year, the Limited Partners shall first receive the next succeeding years an amount equal to the difference between \$15,400.00 and actual payment made during such prior year or years. In addition, Special Proceeds, if any, shall be allocated and distributed to the Limited Partners to satisfy any amounts remaining due them hereunder.

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