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NOW, THEREFORE, in consideration of \$10 paid by the Partnership to Evans and the mutual covenants herein contained, the parties hereto agree as follows:

1. The Lease has been entered into by the parties hereto on the presumption that the Partnership will obtain permanent financing pursuant to the Contract on a nonrecourse basis and will secure such permanent financing solely by the Partnership's interest in the Property and by an assignment of the Partnership's interest in the Lease. The terms of such permanent financing, other than as described in the preceding sentence, shall be subject to the reasonable approval of Evans and the Partnership, which approval shall not be unreasonably withheld.

2. The Lease shall be modified to reflect any reasonable changes which may be requested by any institutional permanent lender to which the Partnership shall issue notes which are secured by a first lien on the Property.

3. This Agreement may not be modified or amended except by a written agreement duly executed by the parties hereto or by their respective heirs, successors or assigns, as the case may be.

4. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

5. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument.

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