(ii) All amounts required to be deposited in the reserve fund for replacements;

(iii) All obligations of the project other than the insured mortgage unless funds for payment are set aside or deferment of payment has been approved by the Commissioner; and

(2) the segregation of:

(i) An amount equal to the aggregate of all special funds required to be maintained by the project;

(ii) All tenant security deposits held;

(h) "Residual Receipts" means any cash remaining after payment from "surplus cash" of all dividends or distributions declared by the corporation as provided in paragraph 6 (e) (1) hereof.

(i) "Surplus Cash" means [illegible]

(j) "Distribution" means any withdrawal or taking of cash or other assets of the project other than payment for reasonable expenses incident to its operation and maintenance;

(k) "Income" means all gross income, before taxes and other deductions, received by all members of the family, except a dependent child or children, as the latter is defined by the Internal Revenue Service.

(l) "Rental" for the purpose of determining occupancy eligibility includes shelter and all utilities (except telephone), such as heat, water, electricity and cooking fuel which may be included in the approved "Rental Schedule".

(m) "Excess Income" shall be [illegible] the amount of the final endorsement [illegible]

(n) "Default" means a default declared by the Commissioner when a violation of this Agreement is not corrected to his satisfaction within the time allowed by this Agreement or such further time as may be allowed by the Commissioner after written notice;

14. This instrument shall bind, and the benefits shall inure to, the respective Owners, their heirs, legal representatives, executors, administrators, successors in office or interest, and assigns, and to the Commissioner and his successors so long as the contract of mortgage insurance continues in effect; and during such further time as the Commissioner shall be the owner, holder, or reinsurer of the mortgage, or obligated to reinsure the mortgage.

15. Owners warrant that they have not, and will not, execute any other agreement with provisions contradictory of, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other requirements in conflict therewith.

16. The invalidity of any clause, part or provision of this Agreement shall not affect the validity or the remaining portions thereof.

17. The following Owners: NONE

do not assume personal liability for payments due under the note and mortgage, to the reserve for replacements, or for matters not under their control, except:

(a) for funds or property of the project coming into their hands which, by the provisions hereof, they are not entitled to retain; and

(b) for their own acts and deeds or acts and deeds of others which they have authorized in violation of the provisions hereof.

(CONTINUED ON NEXT PAGE)