

Calculation Year

1.1 The parties hereto do mutually agree that paragraph 28 of the Mortgage is hereby amended to provide that (i) the last calculation year shall commence on April 1, and (ii) the required copies of the statement of income and surplus of the Mortgage shall be submitted to the Mortgagee within ninety (90) days after the end of each Calculation Year.

2.

Exculpation

2.1 The parties hereto do mutually covenant and agree that the Mortgage shall be amended by adding thereto an additional paragraph numbered 32, which paragraph 32 shall read as follows:

"In any action or proceeding brought on the Notes or any instrument securing said Notes or the indebtedness evidenced thereby, no deficiency or other money judgment shall be sought or obtained against the said Mortgagor, its successors and assigns, or against EES TAGRHO Associates, its successors or assigns."

3.

General Provisions

3.1 Except as specifically modified or amended hereby, all provisions of the Mortgage shall remain in full force and effect.

3.2 This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall not be varied, amended, or superceded except by written agreement between the Partnership, the Society, and the Investors.

3.3 The parties hereto agree that the covenants contained in this Agreement shall apply to and be binding upon the successors and assigns of the parties hereto. As used herein, the term "successors and assigns" is to be construed in its broadest possible context and includes, without limitation, any person, partnership, corporation, or other legal entity succeeding to any right or obligation with regard to the Note, the Mortgage, the Property, or this Agreement.