Allocation of profits and Losses. Beginning as of April 1, 1975, and for the taxable periods thereafter, the partnership's net profits and losses shall be allocated among the partners as follows:

A. For the fiscal year April 1 to December 31, 1975:

65%	T. Ree McCoy, Jr.
17-1/2%	Jones, Gardner & Beal, Inc.
11-1/2%	Suitt Properties, Inc.
2%	T. H. Suitt
2%	S. P. Mitchell
2%	J. P. Freeman

B. For the calendar years 1976 and 1977:

65%	T. Ree McCoy, Jr.
Remaining 35%	Divided among all other partners in proportion to their partnership interests

C. For the calendar years 1978 and subsequent:

All profits and losses will be divided among all partners in proportion to their partnership interests.

Notwithstanding anything to the contrary herein contained, the liability of the limited partners, as limited partners, to pay or contribute to any payment of the losses of the partnership shall in no event exceed the aggregate of the amount of their contributions as limited partners to the capital of the partnership.

Distribution of Cash Flow. Commencing with the fiscal year which began on April 1, 1974, and continuing with the fiscal years thereafter (the fiscal year being now the same as the calendar year), Jones, Gardner & Beal, Inc. shall be entitled to one-half (1/2) of the positive cash flow, with a cumulative minimum of Eighteen Thousand and No/100 ($18,000.00) Dollars per year. The remaining one-half (1/2) of the positive cash flow shall be distributed among the general partners and T. Ree McCoy, Jr. in proportion to their respective partnership interests; provided, however, that no such distribution shall be made to any general partner or to T. Ree McCoy, Jr. after April 1, 1974, until the Eighteen Thousand and No/100 ($18,000.00) Dollars annual minimum positive cash flow for the year in question, plus any unpaid accumulations of said annual minimums for previous years, have been paid first to Jones, Gardner & Beal, Inc.

5. That the allocation of proceeds from the refinancing or sale of the partnership's apartment project is to be paid as follows:

A. Refinancing. In the event the apartment project owned by the partnership is refinanced (which refinancing must be first approved by all partners), the cash available from such refinancing, after satisfaction of the existing first mortgage and normal closing expenses, will be disbursed in the following order of priority: