

7. Partnership Interests. Each Partner shall have the percentage of Partnership interest set forth beside his or its name on the execution page of this Agreement.

8. Rights, Powers and Obligations of the General Partner. The General Partner shall have complete discretion in the management and control of the business of the Partnership and shall make all decisions affecting the business of the Partnership and shall manage and control the affairs of the Partnership and use its best efforts to further the interests of the Partnership; this shall not be construed, however, to prevent the General Partner from engaging in other business.

A. In addition to the powers given to it by law, the General Partner shall have authority on behalf of the Partnership: (i) To generally supervise the management of the Partnership property and the operations of the Partnership and to set up the management of the Partnership so as to provide for the efficient and economical operations of its business; (ii) To acquire, hold (in the Partnership's name or under any other title arrangement selected by the General Partner), lease, sell mortgage, convey, manage and refinance any real or personal property at such price and upon such terms as it deems to be in the best interests of the Partnership; (iii) To negotiate, enter into and execute other contracts or leases or modifications thereof, and to incur obligations for and on behalf of the Partnership in connection with its business; (iv) To borrow money and execute promissory notes and to secure the same by mortgage, pledge or other liens on the Partnership's property; (v) To execute notes, guarantees, endorsements, loan applications, instruments and agreements of any and every sort required or requested from time to time by any lending institution; (vi) To repay in whole or in part, refinance, recast, modify or extend any mortgage affecting the property, and in connection therewith to execute for and on behalf of the Partnership any or all extensions, renewals, modifications of such mortgage, or to execute new mortgages on the property in lieu of any such mortgage, and to execute instruments to carry out the intentions and the purposes thereof; (vii) To make tax accounting elections including depreciation methods and deductions or capitalization of construction period expenses; (viii) To acquire property subject to, but not to assume, a note and mortgage thereon; (ix) To enter into a Regulatory Agreement and other documents required by the Federal Housing Commissioner in connection with any loan and to be bound by the terms thereof to enable the Commissioner to carry out the provisions of the National Housing Act as amended, which Agreement and documents shall be binding upon the Partnership, its successors and assigns, so long as any mortgage is outstanding, unpaid and insured or held by the Federal Housing Commission; (x) To invest in short-term debt obligations (including obligations of Federal and State governments and their agencies and certificates of deposit of commercial banks, savings banks or savings and loan associations) such funds as are temporarily not required for investment in Projects or other Partnership property; (xi) To lend money in furtherance of the Partnership's purposes; and (xii) To enter into and carry out agreements of any kind and to do any and all other acts and things necessary, proper, convenient or advisable to effectuate and carry out the purposes of the Partnership, specifically including entering into limited partnerships as a limited partner.

B. If, in the opinion of the General Partner, an individual General Partner of substantial means should be added to the Partnership as an additional General Partner to protect the federal tax status of the Partnership, the General Partner will act to select and admit an additional General Partner who shall be an individual of substantial means pursuant to the Power of Attorney granted to the General Partner in Section 10 of this Agreement.

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