

and encumber or refinance any encumbrance placed on any part or all of the property or discharge same in whole or in part; and increase, modify, consolidate or extend any such encumbrance;

(i) Invest the partnership's liquid assets and reserves in savings accounts, certificates of deposit, interest bearing Government securities, or commercial papers;

(j) Pay any and all organization expenses incurred in the creation of the partnership and such other expenses as might be incurred from time to time by the partnership. No person, firm or corporation shall be required to inquire into the authority of the General Partners to take any action or to make any decision. The fact that one or more of the General Partners is directly or indirectly interested in or connected with any person, firm or corporation, shall not prohibit the General Partners from employing such person, firm or corporation or from otherwise dealing with it or him, and the General Partners are specifically authorized to enter into contracts or otherwise deal with corporations with which it is affiliated and companies and individuals with which it is connected or in which it is directly or indirectly interested in connection with (i) the performance of property management services; (ii) the purchase of insurance policies, and (iii) refinancing the property or otherwise borrowing money for partnership purposes; provided, however, that in all of such instances the terms and conditions of such contract shall be reasonable in view of the circumstances then existing and any compensation payable in connection therewith shall be at the then prevailing rates for the type of services rendered; and provided further, that during the term of this Agreement, the General Partners or a related entity shall take no action or enter into any

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