

8th. Except with the prior approval, which may be conditional or unconditional, of the holders of a majority of the shares of Preferred Stock, given either in writing or by vote at a meeting of Preferred Stockholders called for that purpose, and except with such other approval or authorization as may be required, the Corporation shall not

(a) sell, assign, transfer, lease, mortgage, or otherwise dispose of or encumber any real or personal property, including rents, except as required or specifically permitted by the terms of the Mortgage provided, however, that the corporation without such written consent may rent or lease dwelling accommodations to tenants solely for actual occupancy, and garage accommodations, for a period not exceeding one year;

(b) remodel, reconstruct, alter, demolish, or add to or subtract from the premises constituting the project and subject to such Mortgage, or make any improvement or construct any structure thereon except as hereinafter expressly permitted;

(c) authorize or make any charge against any of its tenants other than the rental charge hereinafter set forth; provided, that the Corporation shall have the right to charge to and receive from any such tenant such amount from time to time as may be mutually agreed upon between such tenant and the corporation with the written approval of the holders of the majority of the shares of Preferred Stock, for any facilities and/or services which may be furnished by the corporation to such tenant upon his request, over and above the facilities and services to which such tenant may be entitled by virtue of his lease, including among other things, telephone operator and switchboard services, electric current (if sold by the Corporation), air cooling and conditioning (if made available by the Corporation), and other additional or extraordinary facilities or services which may be furnished by the Corporation in connection with the operation of such housing facilities;

(d) permit the occupancy of any of the dwelling accommodations of the Corporation except at or below the rents fixed by the Schedule of Rentals provided hereinafter;

(e) incur any liability (direct or contingent) exceeding in the aggregate \$5,000.00 at any time, or maturing more than one (1) year from the date of the creation thereof except the indebtedness secured by the Mortgage and indebtedness necessarily incidental to the execution and delivery by the Corporation of such Mortgage and of the Building Loan Agreement; or

(f) consolidate or merge the Corporation into or with any other corporation; go into voluntary liquidation; carry into effect any plan of reorganization of the Corporation, redeem or cancel any of the shares of its Preferred Stock; or purchase or otherwise acquire any of its shares of either class, or effect any change whatsoever in its capital stock or capital or the shares thereof (or issue its Common Stock in excess of \$71,000. of per value thereof); alter, amend or repeal the By-laws; alter or amend this Certificate of Incorporation; or fail to establish and maintain reserves as set forth in this Certificate of Incorporation, in the By-laws of the corporation and/or in the insured Mortgage of the Corporation and/or in any contract between the Corporation and the Administrator.

9th. (a) The happening of any of the following events shall constitute a "Default" within the meaning of that word as used in this Certificate:

(1) The failure of the Corporation to have dismissed within thirty (30) days after commencement, any receivership, bankruptcy, liquidation, dissolution, or winding up proceeding instituted by or against the Corporation.

(2) The failure of the Corporation, continuing for a period of thirty (30) days, to pay the principal, interest, or other payment due on any note, bond or other obligation executed by it.

(3) The failure of the Corporation, continuing for a period of fifteen (15) days without the written approval of the Administrator, to perform any of the covenants, conditions, or provisions required by it to be performed by this Certificate, the By-laws of the Corporation, the Mortgage, or any contract to which the Corporation and the Administrator shall be parties.

(b) Upon any Default by the Corporation, the president or the secretary, or either of them as may be required by law, shall, at the request in writing of the holders of record of a majority of shares of the Preferred Stock, addressed to him at the office of the Corporation hereinabove designated and stating the purpose of the meeting, forthwith call a special meeting, to take place within ten (10) days after such call, of the Preferred Stock shareholders for the removal of existing Directors and the election of new Directors. If such officer shall fail to issue a call for such meeting within three (3) days after the receipt of such request, then the holders of a majority of the shares of the Preferred Stock may do so by giving notice as provided by law, or, if not so provided, then by giving ten (10) days notice of the time, place, and object of the meeting by advertisement inserted in any newspaper published in the county or city in which the principal office of the Corporation is situated. When such default shall have been cured, the president or the secretary, or either of them as may be required by law, shall, at the written request of the holders of a majority of the outstanding shares of the capital stock of the Corporation, call in the manner provided by law, a special meeting of the stockholders