

dise or other property shall not prohibit the General Partners from employing such person, firm or corporation, or from dealing with him or it, and neither the partnership nor the partners thereof (Limited or General) shall have any rights in or to any income or profits derived therefrom.

(e) No General Partner shall be liable, responsible or accountable in damages or otherwise to any of the partners (Limited or General) for any acts performed by him within the scope of the authority conferred on him by this agreement.

15. DOCUMENTATION OF FHA LOAN, PERFECTING THEREOF AND TRANSFER OF PROJECT, ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING:
Deeds, Mortgages, Regulatory Agreements, Etc.

(a) When authorized by law, by this agreement, or by other proper authority of the partners, any deed, security deed, mortgage, contract of sale or lease of all, or substantially all, of the partnership property, or other instrument which purports to convey or encumber all or substantially all of the partnership property, such instrument or document shall be signed by one General Partner, and no other signatures shall be required. No person shall be required to inquire into the authority of such General Partner to sign any such document in accordance with the terms of this subparagraph.

(b) Without limiting the generality of the foregoing, a General Partner shall be authorized to execute any and all documents which shall be required in connection with the sale or transfer of the Project or in connection with the assignment, the assumption, or the modification of the Regulatory Agreement, the mortgage, the note, the building loan agreement, the construction contract, bonds, indemnities, security agreements, escrows and bank letters of credit which may be required for the perfection and completion thereof or which may be required by the Federal Housing Commissioner, or the lending institution, the purchaser of the property or assignee, or mortgagee of the construction loan outstanding, and to execute a regulatory agreement or other documents required by the FHA in connection with the construction loan or permanent mortgage. Any incoming partner shall, as condition of receiving