

- (g) During the term hereof, after the final endorsement of the Federal Housing Administration insured mortgage covering the housing project comprising the assets of the Partnership, without the consent of seventy (70%) percent in interest of Limited Partners in terms of loss sharing ratio among them, the General Partner may not do any of the following:
- (i) sell or exchange all or any part of the real property owned by the Partnership;
 - (ii) enter into or terminate a lease of all or substantially all of the real property owned by the Partnership;
 - (iii) refinance, recast, modify or extend any mortgages which may affect any property owned by the Partnership or enter into a new mortgage affecting the same except as provided for in Section 9 of this Agreement; or
 - (iv) demolish any building owned by the Partnership, substantially alter any such building or build a new building on real property owned by the Partnership. The General Partner shall not do any act detrimental to the best interest of the Partnership. The Partnership shall indemnify and save harmless the General Partner from personal loss or damage incurred by it by reason of any act performed by it in good faith for and on behalf of the Partnership and in furtherance of its interests.
- (h) Nothing contained herein, however, shall prevent any of the partners, General or Limited, from continued engagement in real estate activities other than this Partnership, and no parties herein shall have any interest in such other activities by virtue of this Partnership.
- (j) Limited Partners shall have no control or management of the operation of the Project, such being the sole responsibility of the General Partner. Limited Partners shall have no right to sign for or bind the Partnership.
- (k) General Partner shall do all acts and execute any documents, including deeds, negotiable instruments, or otherwise in his capacity as General Partner acting for the Limited Partnership, and no third party shall be required to inquire into the right of any General Partner so to act.

7.3 Advances from General Partner. The General Partner agrees to make advances of cash for the expenses necessary and appropriate to complete construction of the Project to the extent cash is not available from activities of the Partnership, including rentals and including proceeds resulting from any increase in the presently outstanding mortgage loan as it may have been increased at the request of the General Partner and with the approval of the Federal Housing Administration (such increase in the mortgage shall not require approval of the Limited Partners), up to and including the time of initial occupancy. At the election of the General Partner, the amount of any such advance may be considered an increase of the General Partner's capital contribution, but shall not entitle him to any increase in his share of the distributions of the Partnership pursuant to Article IV hereto, or at the election of the General Partner, such advance shall be treated as noninterest bearing loans to the Partnership which may be paid subject to the maximum amount permitted by the Federal Housing Administration to be distributed to the Partners and to the extent funds are available for that purpose as defined in the Regulatory Agreement.

7.4 The General Partner also agrees to make advances of cash for the escrows of interest and real property taxes required during the construction period by the Federal Housing Administration or the Mortgagee, and which shall be considered advances of operating funds. The General Partner after final