

17.8 Invalid Assignment

Anything in this Agreement to the contrary notwithstanding, no Partner, nor any assignee of the interests thereof, shall be a person or organization prohibited by law from becoming such. Any assignment of an interest in the Partnership to any person or organization not meeting such standard shall be void and ineffectual and shall not bind the Partnership.

17.9 Binding Agreement

Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

17.10 Indemnification of General Partners

The General Partners shall be indemnified by the Partnership by reason of its acts or omissions for or on behalf of the Partnership except for acts of willful misconduct or gross negligence.

17.11 Liability of General Partners to Limited Partners

The General Partners shall not be liable, responsible or accountable in damages or otherwise to any Limited Partner for any act performed by it or for the exercise of any business judgment or for errors in judgment as General Partner except for acts of willful misconduct or gross negligence.

17.12 Investment Representation

Each of the Limited Partners, by signing this Agreement, hereby represent and warrant to the General Partners, the following:

- (i) that his purchase of Limited Partnership Interest in the Partnership is made as a principal for his own account, for investment purposes only, and not with a view toward distribution of all or any portion of his Limited Partnership Interest, and that under no circumstances will such Limited Partner sell, transfer, assign, hypothecate or pledge all or a portion of his Limited Partnership Interest without the express consent of the General Partner and in noncompliance with the provisions of Article IX hereof;
- (ii) that his individual net worth and his income tax bracket for State and Federal Income Tax purposes, prior to giving effect to the anticipated tax deductions from the ownership of this Limited Partnership Interest, is such that he will receive sufficient tax benefits from ownership of this project to justify the purchase of the interest and that such purchase therefore does not constitute an inordinate risk and that he is relying on the advice of his own professional tax, legal and other business advisors in making his decisions to enter into and execute this Agreement.

17.13 Notwithstanding anything herein contained to the contrary, Final Endorsement shall occur before any of the notes referred to in Exhibit "D", or any other obligations created herein due by the Limited Partner, shall become due and payable (except the initial payment).

17.14 This Amended Certificate and Agreement of Limited Partnership of Roper Mountain Apartments, Greenville, South Carolina, is authorized by Sections 24 and 25 (with the unanimous consent of all partners to the said original certificate as evidenced by the signatures hereto), of the original Certificate and Agreement of Limited Partnership of Roper Mountain Apartments, Greenville, South Carolina, filed by the clerk of the court, September 9, 1976:

- (a) In the event or occasion of any ambiguity or other discrepancy between said original certificate and this amended certificate,