

FIRST AMENDED AND RESTATED AGREEMENT

OF

LIMITED PARTNERSHIP

OF

CCBA LIMITED PARTNERSHIP

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RECITALS

THIS FIRST AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF CCBA LIMITED PARTNERSHIP is made and entered into as of May 30, 1991, by and among the undersigned parties.

WHEREAS, CCBA Limited Partnership (the "Partnership") has been formed as a limited partnership under the Revised Uniform Limited Partnership Act of Massachusetts, pursuant to that certain Agreement and Certificate of Limited Partnership dated September 17, 1986, and filed with the Massachusetts Secretary of State on August 5, 1987, having CCBA Realty Corp., a Massachusetts not-for-profit corporation ("CCBA Realty"), as the general partner and Perry/Jaymont Venture, Massachusetts general partnership, and Chinese Consolidated Benevolent Association of New England, a Massachusetts not-for-profit-corporation ("CCBA"), as the limited partners; and

WHEREAS, the Agreement and Certificate of Limited Partnership dated September 17, 1986 was amended by a First Amendment to CCBA Limited Partnership Agreement dated June 30, 1989, filed with the Massachusetts Secretary of State on July 5, 1989 (as amended, the "Original Agreement"); and

WHEREAS, the original Partners of the Partnership desire to amend the Original Agreement (i) to admit the Federal National Mortgage Association, a corporation organized and existing under the laws of the United States, State Street Bank & Trust Company, BayBank Boston, N.A. and Boston Safe Deposit and Trust Company (collectively, the "Investor Limited Partners") as limited partners and Community Investments, Inc. ("CII") as special limited partner ("Special Limited Partner II"); (ii) to redesignate CCBA as a special limited partner ("Special Limited Partner I"); (iii) to effectuate the assignment of the Interest (including the Capital Account) of Perry/Jaymont Venture to CCBA and the withdrawal of Perry/Jaymont Venture as a limited partner; and (iv) amend and restate entirely the agreement among the Partners;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

ARTICLE 1

Definitions

1.1 Defined Terms. The following defined terms used in this Agreement shall have the meanings specified below:

"Accountants" means Ziner & Company or such other nationally recognized firm of independent certified public accountants as may be engaged by the General Partner.

"Act" means the Revised Uniform Limited Partnership Act of Massachusetts, Chapter 109 of the General Laws of the Commonwealth of Massachusetts or any corresponding provision or provisions of succeeding law, as it or they may be amended from time to time.

"Additional Capital Contribution" means a Capital Contribution to the Partnership, the due date of which is subsequent to the Admission Date.

"Additional Capital Contribution Due Date" means the later of (i) the due date of such Additional Capital Contribution in accordance with the schedule of payments listed on Exhibit A hereof, or (ii) twenty-one days after receipt by the Limited Partner of the Additional Capital Contribution Notice with respect to such Additional Capital Contribution.

"Additional Capital Contribution Notice" has the meaning set forth in Article 3.2(c).

"Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Partner is obligated to restore pursuant to any provision of this Agreement or is otherwise treated as being obligated to restore under Treasury Regulation Section 1.704-1(b)(2)(iii)(c) or is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulation Sections 1.704-1T(b)(4)(iv)(f) and 1.704-1T(b)(4)(iv)(h)(5); and

(ii) Debit to such Capital Account the items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Admission Date" means the date on which the Investor Limited Partners are admitted to the Partnership as Limited Partners, which shall be deemed to be the date on which the later of the following shall occur: (i) the payment by all of the Investor Limited Partners of their respective Capital Contributions due on the Admission Date in accordance with the schedule of payments listed on Exhibit A hereof; or (ii) the filing of the Certificate for record in the Office of the Secretary of State of the Commonwealth of Massachusetts.

"Affiliate" means, as to any Partner, (i) any such Partner or member of his Immediate Family; (ii) the legal representative, successor or assignee of, or any trustee of a trust for the benefit of, any such Partner or member of his Immediate Family; (iii) any entity of which a majority of the voting interests is owned by any one or more of the Persons referred to in the preceding clauses (i) and (ii); (iv) any officer, director, trustee, employee, stockholder (10% or more) or partner of any Person referred to in the preceding clauses (i), (ii) and (iii); and (v) any Person directly or indirectly controlling (10% or more), or under direct or indirect common control with, any Person referred to in the preceding clauses (i), (ii), (iii) or (iv).

"Agreement" means this First Amended and Restated Agreement of Limited Partnership of CCBA Limited Partnership, including Exhibits A- C attached hereto and made a part hereof, as amended and in effect from time to time.

"Appraised Value" has the meaning set forth in Article 9.7.

"Architect" means Prager & Polcari Associates, Inc.

"Architect Agreement" means the Standard Form of Agreement Between Owner and Architect for Housing Services, dated September 7, 1988, between the Partnership and the Architect.

"Banks" means BayBank Boston, N.A., State Street Bank and Trust Company, and Boston Safe Deposit and Trust Company which are Investor Limited Partners of the Partnership.

"BRA" means the Boston Redevelopment Authority.

"Capital Account" has the meaning set forth in Article 7.1 of this Agreement.

"Capital Contribution" means the total amount of cash or any cash equivalents contributed or agreed to be contributed to the Partnership by each Partner, including all adjustments thereto, as provided in this Agreement and Exhibit A hereof. Further, any Credit Adjuster Advance, Development Advance, Fee Guarantee Advance or Operating Deficit Contribution actually made by a General Partner shall be treated as a Capital Contribution of such General Partner for purposes of this Agreement. Any reference in this Agreement to the Capital Contribution of a substituted Partner shall include all Capital Contributions previously made by any predecessor or former Partner in respect of the Interest acquired by the substituted Partner, subject to all adjustments thereto pursuant to this Agreement.

"CCBA/BRA Agreement" means the Agreement Regarding Syndication Proceeds and Amendment of Housing Creation Agreement dated as of the date hereof by and among CCBA, the Partnership, BRA and Perry/Jaymont Venture.

"Certificate" means the Partnership's amended certificate of limited partnership dated May __, 1991, and prepared in accordance with the Act.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision or provisions of succeeding law.

"Compliance Period" means the period specified in Section 42(i)(1) of the Code, as applicable to the Project.

"Construction Contract" means the Standard Form of Agreement Between Owner and Contractor, dated June 30, 1989, between the Partnership and Suffolk Construction Co., Inc.

"Construction Loan" means the loan from the Mortgagee to the Partnership as such loan is characterized during the period which is prior to the Cost Certification Date.

"Construction Loan Agreement" means the loan agreement dated June 30, 1989, between the Partnership and the Mortgagee.

"Cost Certification" means issuance of the Certificate of Approval and Acceptance by the Mortgagee.

"Cost Certification Date" means the date on which the Mortgagee issues its Certificate of Approval and Acceptance pursuant to the terms of the Construction Loan Agreement.

"Credit" means the Low-Income Housing Tax Credit provided for under Section 42 of the Code, including both the 30% present value credit determined in accordance with Section 42(b)(2)(B)(ii) of the Code and the 70% present value credit determined in accordance with Section 42(b)(2)(B)(i) of the Code.

"Credit Adjuster Advance" means an advance to the Partnership pursuant to Article 3.3 or Article 3.4, by the General Partner, which shall not constitute an increase in its Net Invested Capital or affect its Partnership Percentage.

"Deferred Credit Amount" has the meaning set forth in Article 3.3(c).

"Designated Proceeds" has the meaning set forth in Article 5.14(d).

"Development Advance" has the meaning set forth in Article 5.14(b).

"Development Fee" means the fee payable to CCBA pursuant to the Development Fee Agreement.

"Development Fee Agreement" means the development fee agreement between the Partnership and CCBA for the development of the Partnership Property, dated as of the date of this Agreement.

"Escrow Agreement" means the agreement dated as of October 5, 1987, amended as of June 21, 1989 and further amended as of the date hereof, among BRA, the Partnership, Perry/Jaymont Venture and The First National Bank of Boston.

"Environmental Report" means collectively that certain Preliminary Environmental Site Assessment dated March 22, 1991, that certain Preliminary Environmental Site Assessment Expansion of Scope, dated April 1, 1991 and that certain letter dated _____, 1991, all prepared by Briggs Associates, Inc.

"Event of Bankruptcy" means with respect to any Person,

(i) the entry of a decree or order for relief by a court having jurisdiction in respect of such Person in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) for such Person or for

any substantial part of his property, or ordering the winding-up or liquidation of his affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty consecutive days; or

(ii) the commencement by such Person of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or similar law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for such Person or for any substantial part of his or its property, or the making by such Person of any assignment for the benefit of creditors, or the taking of action by such Person in furtherance of any of the foregoing; or

(iii) the commencement against such Person of an involuntary case under the Federal Bankruptcy Act which has not been vacated, discharged or bonded within sixty consecutive days; or

(iv) the admission by such Person of his or its inability to pay his or its debts as they become due; or

(v) such Person's becoming "insolvent" by the taking of any action or the making of any transfer or otherwise, as insolvency is or may be defined pursuant to the Federal Bankruptcy Act, the Uniform Fraudulent Conveyances Act, any state or federal act or law, or the ruling of any court.

"Exhibit A" means Exhibit A to this Agreement, which, among other things, identifies the Partners of the Partnership, as such Exhibit may be amended from time to time.

"Exhibit B" means Exhibit B to this Agreement, which identifies and describes the Partnership Property, including its legal description.

"Exhibit C" means Exhibit C to this Agreement, which consists of the Financial Projections.

"Fair Market Value" has the meaning set forth in Article 9.7.

"Fannie Mae" means the Federal National Mortgage Association, a corporation organized and existing under the laws of the United States, which shall serve as an Investor Limited Partner of the Partnership.

"Fee Agreements" means the Development Fee Agreement, the Investor Services Fee Agreement, Start-Up Fee Agreement, Rent-Up Fee Agreement, Syndication Fee Agreement, Operating Deficit Guaranty Fee Agreement and the Partnership Management Fee Agreement.

"Fee Guarantee Advance" means an advance to the Partnership pursuant to Article 5.16 by the General Partner, which shall not constitute an increase in its Net Invested Capital or affect its Partnership Percentage.

"Final Determination" means, with respect to any issue, the earliest to occur of: (i) a decision, judgment, decree, or other order being issued by any court of competent jurisdiction, which decision, judgment, decree, or other order has become final (i.e., all allowable appeals requested by the parties to the action have been exhausted), (ii) the Service having entered into a binding agreement with the Partnership or having reached a final administrative or judicial determination which, whether by law or agreement, is not subject to appeal, or (iii) the expiration of the applicable statute of limitation.

"Financial Projections" means the financial projections dated May __, 1991, prepared by the Accountants.

"Gain" means the income and gain of the Partnership for federal income tax purposes arising from a sale or other disposition of all or any portion of the Partnership Property.

"General Partner" means CCBA Realty and any additional or substitute general partners of the Partnership named in any duly adopted amendment to this Agreement.

"Housing Creation Agreement" means the agreement dated as of June 21, 1989 by and among Perry/Jaymont Venture, the Partnership and BRA for the creation of 40 units of rental housing on the Partnership Property, as amended by the CCBA/BRA Agreement.

"Immediate Family" means, with respect to any Person, his or her spouse, children, including adopted children, step-children, parents, parents-in-law, nephews, nieces, brothers, sisters, brothers-in-law and sisters-in-law, each whether by birth, marriage or adoption, as well as any inter vivos trusts created for the benefit of such Person or any of the foregoing.

"Interest", as to any Partner, means such Partner's right, title and interest in and to any and all assets, distributions, losses, profits and shares of the Partnership, whether cash or otherwise, and any other interests and economic incidents of ownership whatsoever of such Partner in the Partnership.

"Investor Limited Partners" means Fannie Mae and the Banks.

"Investor Services Fee Agreement" means the investor services fee agreement of even date herewith between the Partnership and CII.

"Lender" means the Mortgagee.

"LIH Credit Sum" has the meaning set forth in Article 3.3(a).

"LIH Gross-Up Amount" has the meaning set forth in Article 3.3(g).

"LIH Recapture Amount" has the meaning set forth in Article 3.3(a).

"LIH Reduction Amount" has the meaning set forth in Article 3.3(a).

"LIH Units" means the 26 units which shall be subject to low income housing restrictions in accordance with Section 42 of the Code.

"Limited Partner" or "Limited Partners" means the Special Limited Partners and the Investor Limited Partners, or any Person who becomes a Substitute Limited Partner as provided herein, in each such person's capacity as a Limited Partner.

"Loan Documents" means (i) the Construction Loan Agreement; (ii) the Permanent Loan Documents; (iii) the Regulatory Agreement; (iv) the SHARP Documents and (v) any and all other documents executed by the Partnership evidencing, securing or related to such Loan Documents.

"Loss" means the loss of the Partnership for federal income tax purposes arising from a sale or other disposition of all or any portion of the Partnership Property.

"Management Agent" means L. E. Smith Management Co., Inc., a Massachusetts corporation.

"Management Agreement" means the management agreement dated May 5, 1989, between the Partnership and the Management Agent as supplemented by the Management Plan submitted to the Partnership by the Management Agent.

"Minimum Gain" means the amount determined by computing with respect to each Nonrecourse Debt, the amount of Gain, if any, that would be realized by the Partnership if it disposed of

the asset securing such liability (in a taxable transaction) in full satisfaction thereof (and for no other consideration), and by then aggregating the amounts so computed. For purposes of determining the amount of such Gain with respect to a liability, the adjusted basis for federal income tax purposes of the asset securing the liability shall be allocated among all the liabilities that the asset secures in the manner set forth in Treasury Regulation Section 1.704-1T(b)(4)(iv)(c) (or successor provisions).

"Mortgage" means the mortgage on the Partnership Property, dated June 30, 1989, which has been granted by the Partnership in favor of the Mortgagee to secure the indebtedness under the Mortgage Note and if the Mortgage is replaced or supplemented by subsequent financing and mortgages in accordance with this Agreement, such term also shall refer to any such subsequent financing, mortgage or mortgages.

"Mortgagee" means Massachusetts Housing Finance Agency, as payee of the Mortgage Note, together with any successors or assigns in such capacity.

"Mortgage Note" means collectively the note executed by the Partnership in favor of the Mortgagee, dated June 30, 1989 in the amount of \$4,608,022 and the SHARP Subsidy Repayment Note executed by the Partnership in favor of the Mortgagee, dated June 28, 1989 in the amount of \$3,156,376.

"Net Cash Flow" has the meaning set forth in Article 8.1(c).

"Net Invested Capital" as of any date and as to each Partner means the Capital Contributions actually made by such Partner reduced by (i) all prior distributions to such Partner of Sale Proceeds or Refinancing Proceeds pursuant to Article 8.3(b) and (c) hereof, and (ii) as to the Limited Partners, all prior distributions pursuant to Article 3.3(a), and (b)(x) hereof. Solely for purposes of determining the Net Invested Capital of the General Partner, the Capital Contributions of the General Partner shall be reduced by the amount of any Credit Adjuster Advance, Development Advance, Fee Guarantee Advance or Operating Deficit Contribution made by the General Partner.

"Net Losses" means the net loss of the Partnership for federal income tax purposes for each taxable year, calculated without regard to Gain or Loss and without regard to those items that are specially allocated in accordance with Regulatory Allocations; provided, however, that in determining net loss (i) any tax-exempt income received by the Partnership shall be included as an item of gross income, and (ii) any expenditure of the Partnership described (or treated under Treasury Regulation Section

1.704-1(b)(2)(iv)(i) as described) in Section 705(a)(2)(B) of the Code shall be treated as a deductible expense.

"Net Profits" means the taxable income of the Partnership for federal income tax purposes for each taxable year, calculated without regard to Gain or Loss and without regard to those items which are specially allocated in accordance with the Regulatory Allocations; provided, however, that in determining taxable income (i) any tax-exempt income received by the Partnership shall be included as an item of gross income, and (ii) any expenditure of the Partnership described (or treated under Treasury Regulation Section 1.704-1(b)(2)(iv)(i) as described) in Section 705(a)(2)(B) of the Code shall be treated as a deductible expense.

"Nonrecourse Debt" means any Partnership liability that is considered nonrecourse for purposes of Treasury Regulation Section 1.1001-2 (without regard to whether such liability is a recourse liability under Treasury Regulation Section 1.752-1T(d)(2) and any Partnership liability for which the creditor's right to repayment is limited to one or more assets of the Partnership (within the meaning of Treasury Regulation Section 1.752-1T(d)(3)(ii)(B)(4)(ii)).

"Nonrecourse Liability" means any Nonrecourse Debt (or portion thereof) for which no Partner bears (or is deemed to bear) the economic risk of loss within the meaning of Treasury Regulation Section 1.704-1T(b)(4)(iv)(k)(1).

"Notice" means a writing containing the information required by this Agreement and sent by registered or certified mail, postage prepaid, return receipt requested, or sent by commercial delivery service, by hand delivery, or by telecopy, paid for by the sender, to a Partner at the last address or addresses designated for such purpose by such Partner in Article 14.2 or as provided therein, the date of receipt of such registered mail or certified mail or the date of actual receipt of such writing by commercial delivery service, hand delivery or telecopy, being deemed the date of such Notice.

"Notice Certifications" has the meaning set forth in Article 3.2(c).

"Operating Deficit" means at any time or with respect to any period of time, the amount by which the collected gross receipts (including government subsidies actually received during such period) in respect of the Partnership Property (together with other cash and funds on hand of the Partnership, if any) reduced (but not below zero) by debt service payments made, and reserves and deposits established, in accordance with the terms of the Loan Documents is less than the amount necessary to meet

all of the costs and expenses of any type due and payable incidental to the operation and business activities of the Partnership, including, without limitation, taxes, insurance, fees due and payable under any of the Fee Agreements, and reserves and deposits established by the General Partner, but excluding (i) any cost or expense incurred in connection with the matters described in Article 5.14(b) which becomes due and payable after the Completion Date, (ii) payment of any principal or interest on loans from Partners, (iii) any payment of the Development Fee, (iv) debt service payments due under the Loan Documents or (v) distributions of Net Cash Flow to Partners.

"Operating Deficit Contribution" has the meaning set forth in Article 5.15.

"Operating Deficit Guaranty Fee Agreement" means the operating deficit guaranty fee agreement of even date herewith between the Partnership and CCBA.

"Partner" or "Partners" means the General Partner and the Limited Partners, either individually or collectively.

"Partnership Management Fee Agreement" means the partnership management fee agreement between the Partnership and CCBA Realty of even date herewith.

"Partner Nonrecourse Debt" means any Nonrecourse Debt (or portion thereof) for which a Partner bears (or is deemed to bear) the economic risk of loss within the meaning of Treasury Regulation Section 1.704-1T(b)(4)(iv)(k)(1).

"Partnership" means CCBA Limited Partnership, a limited partnership formed under and pursuant to the Act.

"Partnership Accounting Year" means the accounting year of the Partnership, ending December 31st of each year.

"Partnership Percentage", as to any Partner, means the percentage shown opposite the name of such Partner in Exhibit A, as Exhibit A may be amended from time to time in accordance with this Agreement.

"Partnership Property", means the Partnership's fee simple interest in the land and improvements comprising an apartment project known as Waterford Place, which contains 40 units in one building and which is located in Boston, Massachusetts, the legal description and street address of which is set forth on Exhibit B attached hereto and made a part hereof, together with such additions thereto as may hereafter be acquired by the Partnership in accordance with this Agreement.

"Permanent Loan" means the loan from the Mortgagee to the Partnership as it is characterized after the Cost Certification Date.

"Permanent Loan Documents" means the Mortgage, the Mortgage Note and any and all other documents and instruments evidencing, securing or related to the Mortgage Loan.

"Person" means an individual or entity, such as, but not limited to, a corporation, general partnership, joint venture, limited partnership, trust, cooperative or association and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

"Prime Rate" means The First National Bank of Boston's prime rate, as announced from time to time.

"Project" means the aggregate of all of the individual Units and the common areas located in or around the Partnership Property.

"Project Documents" means the Construction Contract and related plans and specifications, Architect Agreement, Management Agreement, Fee Agreements, the CCBA/BRA Agreement, the Escrow Agreement, and the Housing Creation Agreement and any other document or instrument executed in connection with any of the aforesaid documents.

"Purchase Agreements" means the Purchase and Sale Agreements of even date herewith between CCBA and each of the Investor Limited Partners.

"Refinancing Proceeds" has the meaning set forth in Article 8.1(b).

"Regulatory Agreement" means the Regulatory Agreement, dated June 30, 1989, between the Partnership and the Mortgagee.

"Regulatory Allocations" has the meaning set forth in Article 7.3(e).

"Rent-Up Fee Agreement" means the rent-up fee agreement of even date herewith between the Partnership and CCBA.

"Residual Fund Escrow Account" means the account established and governed by the terms of the Residual Fund Escrow Agreement of even date herewith by and among the Partnership, CCBA Realty, CCBA, BRA and the First National Bank of Boston.

"Right of Refusal Agreement" means that certain Right of Refusal Agreement of even date herewith between the Partnership and CCBA.

"Sale Proceeds" has the meaning set forth in Article 8.1(a).

"Segregated Account" means any interest bearing segregated Partnership bank account.

"Service" means the Internal Revenue Service.

"Service LIH Reduction Amount" has the meaning set forth in Article 3.3(b).

"SHARP" means State Housing Assistance for Rental Production.

"SHARP" Documents" means the SHARP Contract between the Partnership and the Mortgagee dated June 28, 1989, the SHARP Option Agreement between the Partnership and the Mortgagee dated June 28, 1989, and the side letter dated July 5, 1989 from the Partnership to the Mortgagee and the Executive Office of Communities and Development regarding the SHARP Option Agreement.

"Sixty Day Letter" means a 60-day letter as described in Paragraph 4431 of the Service's Internal Revenue Manual, or any other written notice from the Service, that proposes to adjust any partnership item (as defined in Section 6231(a)(3) of the Code) of the Partnership.

"Special Limited Partner I" means CCBA.

"Special Limited Partner II" means CII.

"Special Limited Partners" means Special Limited Partner I and Special Limited Partner II.

"Start-Up Fee Agreement" means the start-up fee agreement of even date between the Partnership and CCBA.

"State" or "state" means all states and the District of Columbia.

"Substitute Limited Partner" means that Person or those Persons admitted from time to time to the Partnership as a Limited Partner or Limited Partners in accordance with the provisions of Article 10 hereof and so reflected on Exhibit A, as such Exhibit A may be amended from time to time in accordance with this Agreement.

"Syndication Fee Agreement" means the syndication fee agreement of even date herewith between the Partnership and CCBA.

"Tax Matters Partner" means CCBA Realty.

"Term" means the period of time the Partnership shall continue in existence as stated in Article 2.7.

"Title Policy" means that certain title policy (no. 123391-BOS-A) issued by Commonwealth Land Title Insurance Company in favor of the Partnership dated August 3, 1989 and endorsed as of the date hereof, insuring the Partnership's title to the Partnership Property, as such Title Policy may be duly endorsed from time to time.

"Total LIH Reduction Amount" has the meaning set forth in Article 3.3(a).

"Total Service LIH Reduction Amount" has the meaning set forth in Article 3.3(b).

"Treasury Regulations" means temporary and final regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Units" mean the individual units of residential rental housing located on the Partnership Property.

1.2 Generic Terms. Unless the context clearly indicates otherwise, where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and vice versa, to the extent necessary to give the terms defined in this Article 1 and/or the terms otherwise used in this Agreement their proper meanings.

ARTICLE 2

Restatement and Continuation; Name; Principal Place of Business; Registered Agent; Title To Partnership Property; Purposes; Term; Filing of Certificate

2.1 Withdrawal of Perry/Jaymont Venture; Restatement and Continuation of Partnership. Perry/Jaymont Venture hereby assigns its Interest (including its Capital Account) to CCBA and withdraws as a limited partner of the Partnership. Fannie Mae and the Banks are hereby admitted as the Investor Limited Partners of the Partnership and CII is hereby admitted as Special Limited Partner II of the Partnership. CCBA is hereby designated Special Limited Partner I of the Partnership. The General

Partner and the Limited Partners, constituting all of the Partners of the Partnership, hereby amend and restate the Original Agreement of CCBA Limited Partnership in its entirety and continue the Partnership under the Act.

2.2 Name. The name of the Partnership is "CCBA Limited Partnership."

2.3 Principal Place of Business. The principal office of the Partnership in Massachusetts and the office to be maintained pursuant to the Act shall be located at 90 Tyler Street, Boston, Massachusetts 02111. The principal place of business of the Partnership shall be located at 90 Tyler Street, Boston, Massachusetts.

2.4 Registered Agent. The registered agent for service of process on the Partnership in Massachusetts shall be CCBA Realty Corporation, 90 Tyler Street, Boston, Massachusetts 02111.

2.5 Title to Partnership Property. Legal title to the Partnership Property shall be in the name of the Partnership and no Partner, individually, shall have any ownership of such Partnership Property.

2.6 Purposes. The purposes, nature, and general character of the business of the Partnership shall consist of:

(a) Acquiring, owning, redecorating, developing, constructing, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of the Partnership Property or any substantial part thereof;

(b) During the Compliance Period, operating all Units in compliance with the provisions of Section 42 of the Code; and

(c) Carrying on any and all activities related to the foregoing in accordance with this Agreement.

The purposes of this Partnership or the nature or character of its business shall not be extended, by implication or otherwise, except by written consent of all Partners.

2.7 Term. The term of the Partnership commenced on August 5, 1987, and shall continue until December 31, 2027 unless sooner terminated in accordance with Article 12. Upon termination of the Partnership, the General Partner shall file a certificate of cancellation and take all other actions necessary to

terminate the Partnership in accordance with requirements of the Act.

2.8 Filing of Certificate. Immediately after the execution of this Agreement by the Partners, the General Partner shall cause the Certificate to be filed in accordance with the Act. The General Partner shall immediately cause a copy of the Certificate to be furnished to each of the Partners with evidence that the Certificate was filed and became effective in accordance with the Act.

ARTICLE 3

Partners and Partnership Percentages; Capital Contributions; Adjustments to Capital Contributions; No Interest on Capital Contributions; No Right to Require Repayment of Capital; No Third-Party Beneficiary

3.1 Identity of Partners and Partnership Percentages. The name and business address of the General Partner and each of the Limited Partners are as identified on Exhibit A, as such Exhibit may be amended from time to time in accordance with this Agreement and each such Partner has the Partnership Percentage indicated next to its name and business address.

3.2 Capital Contributions.

(a) The General Partner and Special Limited Partner I shall be deemed to have contributed to the capital of the Partnership that sum set forth after each such Partner's name on Exhibit A.

(b) On the Admission Date, Special Limited Partner II and each of the Investor Limited Partners shall be obligated to (and does hereby covenant and agree to) contribute to the capital of the Partnership, by wire transfer or other form of available funds, that sum indicated as due on the Admission Date and set forth after such Limited Partner's name on Exhibit A. The Investor Limited Partners shall make Additional Capital Contributions in accordance with the schedule of amounts and dates of payments listed on Exhibit A; provided, however, that the date for payment of any Additional Capital Contribution (i) shall not be earlier than the Cost Certification Date, (ii) shall be the Additional Capital Contribution Due Date, and (iii) may be deferred in accordance with Article 3.2(d). No Investor Limited Partner shall have any obligation to contribute capital to the Partnership except as provided in this Article 3.2(b) or as may otherwise be required by Article 3.7 hereof.

(c) The General Partner shall deliver Notice to the Investor Limited Partners (the "Additional Capital Contribution Notice") of the date on which any Additional Capital Contribution is due no more than thirty days and no less than fifteen days in advance of the due date of each Additional Capital Contribution, which Notice shall state wiring instructions to the Partnership's account including bank name and address, ABA number and full account name. The failure to give timely Notice of the date on which an Additional Capital Contribution would otherwise be due hereunder shall delay but not excuse the obligation to make such Additional Capital Contribution after such time as Notice and the Notice Certifications have been duly delivered. Each such Notice shall also state the amount of the Additional Capital Contribution and, in reasonable detail, the manner of calculation thereof. The General Partner shall certify on each such Notice that, at the time of the Notice:

(i) The operation of the Project in all respects complies with the provisions of Section 42 of the Code.

(ii) No default (or event which, with the giving of notice or the passage of time or both, would constitute a default) has occurred and is continuing under any of the Loan Documents or any of the Project Documents and the Loan Documents and Project Documents are in full force and effect.

(iii) The Partnership owns the Partnership Property, the Project and each of the Units free and clear of any liens, charges or encumbrances other than the matters set forth in the Title Policy, and mechanics' or other liens which have been bonded against in such a manner as to preclude the holder of such lien from having any recourse to the Partnership Property, the Project, any of the Units or the Partnership for the debt secured thereby, and the General Partner has not received notice of any such liens (other than those bonded against), charges or encumbrances.

(iv) No Event of Bankruptcy has occurred and no event has occurred which with the passage of time could become an Event of Bankruptcy, with respect to the General Partner or to any of its Affiliates.

(v) The General Partner is not in breach of any provision of this Agreement to be observed or performed by the General Partner, which breach would have a material adverse effect on the Partnership, the Partners or the Partnership Property.

(vi) No failure or refusal of any Lender or any other grantor or party to make an advance or payment under any Loan Document has occurred and is continuing.

(vii) All Credit Adjuster Advances required to be made by the General Partner pursuant to Article 3.3 and Article 3.4 have been made.

(viii) All Development Advances required to be made by the General Partner pursuant to Article 5.14 have been made.

(ix) All Operating Deficit Contributions required to be made by the General Partner pursuant to Article 5.15 have been made.

(x) All funds required to be deposited in a Segregated Account have been so deposited.

(xi) To the best knowledge of the General Partner after due inquiry, the Partnership Property contains no substance known to be hazardous such as hazardous waste, lead-based paint, asbestos, methane gas, urea formaldehyde insulation, oil, toxic substances, underground storage tanks, polychlorinated biphenyls (PCBs) and radon, and the Partnership Property is not affected by the presence of oil, toxic substances or other pollutants that could be a detriment to the Partnership Property or the Project nor is it in violation of any local, state or federal law or regulation and no violation of the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Safe Drinking Water Control Act, Comprehensive Environmental Resource Compensation and Liability Act or Occupational Safety and Health Act has occurred or is continuing; and the General Partner has received no notice from anyone whatsoever of the existence of any such hazardous condition on the Partnership Property or of a violation of any such local, state or federal law or regulation with respect to the Partnership Property. The requirement of due inquiry shall not be deemed automatically to require an update of the Environmental Report or a new site assessment.

(xii) All documents required to be delivered to the Investor Limited Partners or that any Investor Limited Partner is expressly entitled to request hereunder and has requested in accordance herewith, including without limitation the reports, statements and information required by Article 3.3, Form K-1 and the Partnership's federal income tax return and any state or local Partnership tax return for the Partnership's immediately preceding taxable year, have been delivered to the Investor Limited Partners.

The aforesaid certifications (i) - (xii) in this Article 3.2(c) are hereinafter referred to as "Notice Certifications". Notwithstanding the foregoing, in the event Fannie Mae would otherwise be adversely impacted under Treasury Regulation Section 1.704-1(b), and notwithstanding any adjustments required under Article 3.3, \$50,000 of the Additional Capital Contribution due from Fannie Mae in 1994 shall be made to the Partnership without regard to the ability of the General Partner to make the Notice Certifications otherwise required at that time.

(d) Should the General Partner fail to certify that each of the Notice Certifications is true and correct in its Additional Capital Contribution Notice, or should any of the Notice Certifications be in fact untrue, the Additional Capital Contribution Due Date shall be deferred until such time as the General Partner is able to and does certify that each of the Notice Certifications is true, and each of the Notice Certifications is in fact true, and failure to pay such Additional Capital Contribution prior to such time shall not constitute a default of the Investor Limited Partners.

(e) In the event that any of the Investor Limited Partners fails to pay any portion of any Additional Capital Contribution (as such Additional Capital Contribution may be adjusted in accordance with Article 3.3 and Article 3.4) by the Additional Capital Contribution Due Date (as the same may be deferred pursuant to Article 3.2(d)) and any such failure is not cured within ninety days after written Notice of such failure, such Investor Limited Partner shall be deemed to be in default of its obligations under this Agreement and the General Partner shall be entitled to take all actions available to the Partnership, including, without limitation, instituting a suit at law or at equity; provided, however, in the event of a Final Determination which provides that such Investor Limited Partner shall pay to the Partnership all Additional Capital Contributions and any accrued interest thereon, such payment shall constitute the sole remedy of the Partnership under this Article 3.2. Such default may be cured at any time prior to the making of a Capital Contribution by a purchaser of the defaulting Investor Limited Partner's Interest, pursuant to Article 3.2(g), by payment of the sum then owing with interest thereon at the rate of Prime plus four percentage points from the time such payment was due until payment is made. Notwithstanding any provisions of Article 3.2, upon payment of all amounts owed pursuant to the terms of this Article 3.2(e) as a result of the default of such Investor Limited Partner, and provided such payment is received prior to the acquisition by another Person of the defaulting Investor Limited Partner's Interest, such Investor Limited Partner shall be fully reinstated to its former Interest and Partnership Percentage in the Partnership, including, but not limited to, such Investor

Limited Partner's former share of distributions, as though a default under this Article 3.2(e) had not occurred.

(f) Without limiting the availability of any other remedies available to the Partnership or the General Partner, if a default described in Article 3.2(e) occurs, then without any consent or other action on the part of the defaulting Investor Limited Partner (and each of the Investor Limited Partners, by execution of this Agreement, expressly consents to the operation of the provisions of this Article 3.2(f)), subject to the terms of Article 3.2(e), the defaulting Investor Limited Partner shall not receive any subsequent distribution attributable to its Interest.

(g) Subject to the provisions of Article 3.2(e), in the event of a default described in Article 3.2(e), the Partnership may offer to sell the defaulting Investor Limited Partner's Interest to any other Person on such commercially reasonable terms and conditions as the General Partner deems most favorable under the circumstances. Any amount which the Person acquiring the Interest of the defaulting Investor Limited Partner shall pay in consideration of the acquisition of such Interest shall be applied in the following order: first, to the payment of the Additional Capital Contribution payment and any interest thereon then required to be paid by the defaulting Investor Limited Partner; second, to the payment, if any, of any future Additional Capital Contributions of the defaulting Investor Limited Partner; third, to the payment of all reasonable fees and expenses incurred by the Partnership in connection with such sale; and fourth, any balance to the defaulting Investor Limited Partner. In no event may a sale under this Article 3.2(g) be made to the General Partner or any Affiliate thereof.

(h) The obligations of a defaulting Investor Limited Partner to the Partnership shall be extinguished upon completion of the transfer of the defaulting Investor Limited Partner's Interest to a purchaser described in Article 3.2(g); and the rights and benefits of a defaulting Investor Limited Partner attributable to such Interest in the Partnership shall terminate on the date of admission of a purchaser of such Interest pursuant to Article 10 as a Substitute Investor Limited Partner; provided, however, that the obligation of the defaulting Investor Limited Partner to make Additional Capital Contributions shall only be extinguished by, and to the extent of, the aggregate of payments to be made by the purchaser or purchasers of the defaulting Investor Limited Partner's Interest.

(i) In the event of a dispute between the Investor Limited Partners or any of them and the General Partner and/or the Partnership as to the obligation to make, or the amount of, any Additional Capital Contribution, such Investor Limited

Partners or any of them may (but shall not be obligated to) deposit such Additional Capital Contribution in an escrow account pending a resolution of such dispute. In the event that an Investor Limited Partner so deposits such Additional Capital Contribution in an escrow account, such Investor Limited Partner shall not be in default under Article 3.2(e) and the Partnership and/or the General Partner shall not be entitled to exercise any of the rights or remedies contained in Article 3.2(e), (f) or (g).

3.3 LIH Adjustments to Capital Contributions.

(a) The Credit projected to be claimed by the Partnership for any taxable year of the Partnership (the "LIH Credit Sum") is as follows:

<u>Taxable Year Ending</u>	<u>LIH Credit Sum</u>
December 31, 1991	\$159,797
December 31, 1992	\$162,396
December 31, 1993	\$162,396
December 31, 1994	\$162,396
December 31, 1995	\$162,396
December 31, 1996	\$162,396
December 31, 1997	\$162,396
December 31, 1998	\$162,396
December 31, 1999	\$162,396
December 31, 2000	\$162,396
December 31, 2001	\$ 2,602

In the event the Credit which the Partnership claims (as determined by the Accountants) with respect to any taxable year is less than the LIH Credit Sum for that year, and/or the Partnership or the Accountants determine that the Partnership must recapture all or a part of the Credit claimed by the Partnership in any previous taxable year, the amount of the next succeeding Additional Capital Contribution of each Limited Partner shall be reduced by such Limited Partner's proportionate Share, based on relative Partnership Percentages, of the sum of (i) an amount (the "LIH Reduction Amount") equal to 90% of the amount by which the Credit claimed by the Partnership is less than the LIH Credit Sum, and/or (ii) an amount (the "LIH Recapture Amount") equal to 90% of the aggregate amount of the Credit the Partnership or the Accountants determine must be recaptured during such taxable year, plus (iii) the LIH Gross-Up Amount. The sum of the LIH Reduction Amount and/or the LIH Recapture Amount plus the LIH Gross-Up Amount is the "Total LIH Reduction Amount." In the event that a Limited Partner's share of the Total LIH Reduction Amount exceeds the amount of the next succeeding Additional

Capital Contribution of such Limited Partner, such excess shall reduce the second succeeding Additional Capital Contribution of such Limited Partner, and subsequent Additional Capital Contributions, until such excess is eliminated. If a Limited Partner's share of the Total LIH Reduction Amount exceeds the sum of all subsequent Additional Capital Contributions of such Limited Partner (or if all Additional Capital Contributions have been made), the General Partner shall immediately make a Credit Adjuster Advance equal to the amount of such excess (or the Total LIH Reduction Amount) and the Partnership shall immediately thereafter make a special distribution to such Limited Partners, neither to reduce nor to be limited by Net Cash Flow, equal to the amount of such excess (or the Total LIH Reduction Amount).

(b) In the event there is at any time an ongoing audit by the Service in which the Service is asserting, or proposes to assert by means of a Sixty Day Letter, that the Credit available to the Partnership for any taxable year is less than the amount of Credit claimed by the Partnership for that year or that all or a portion of the Credit claimed with respect to any prior taxable year(s) must be recaptured pursuant to Section 42(j) of the Code or is unavailable to the Partnership, the portion of the next succeeding Additional Capital Contribution of each Limited Partner equal to such Limited Partner's proportionate share, based upon relative Partnership Percentages, of the sum of (i) an amount (the "Service LIH Reduction Amount") equal to 90% of the excess of (A) the aggregate Credit claimed by the Partnership or to be claimed by the Partnership in all taxable years open as of the time of the audit and all subsequent taxable years, over (B) the aggregate amount of Credit asserted by the Service to be available to the Partnership for the taxable years under examination and the amount of Credit which would be available to the Partnership if the Service's reasoning were applied to all remaining taxable years of the Partnership open as of the time of the audit and all subsequent taxable years plus (ii) the LIH Gross-Up Amount, shall be placed in a Segregated Account. The sum of the Service LIH Reduction Amount plus the LIH Gross-Up Amount is the "Total Service LIH Reduction Amount." The Total Service LIH Reduction Amount shall be held in a Segregated Account until a Final Determination occurs. If a Limited Partner's share of the Total Service LIH Reduction Amount exceeds the amount of the next succeeding Additional Capital Contribution of such Limited Partner, the Partnership shall place the second succeeding Additional Capital Contribution of such Limited Partner, and subsequent Additional Capital Contributions (as and when paid by such Limited Partner pursuant to Article 3), directly into the Segregated Account, until the cumulative amounts added to the Segregated Account by reason of this sentence equal such excess. If a Limited Partner's share of the Total Service LIH Reduction Amount exceeds the sum of all subsequent Additional Capital Contributions (or if all Additional Capital Contributions have been

made) of such Limited Partner, the General Partner shall immediately make a Credit Adjuster Advance equal to the amount of the excess (or the Total Service LIH Reduction Amount) and the Partnership shall immediately thereafter place such amount in the Segregated Account. Within ten business days after the date of the Final Determination with respect to any portion of the Credit, the General Partner shall cause the Partnership to distribute all of the funds held in the Segregated Account, excluding interest and other earnings thereon, to the Limited Partners pro rata according to their respective Partnership Percentages in an amount equal to the sum of (x) 90% of the disputed portion of the Credit held to be unavailable to the Partnership, and (y) the related LIH Gross-Up Amount, and the remaining amount shall be placed in the Partnership's general account. If, at the time of the Final Determination, the amount distributable to the Limited Partners in accordance with the foregoing exceeds the amount of funds held in the Segregated Account (excluding interest and other earnings thereon), the General Partner shall immediately make a Credit Adjuster Advance to the Partnership in the amount of such excess, and such amount shall be immediately distributed by the Partnership to the Limited Partners pro rata according to their respective Partnership Percentages. Interest and other earnings on the funds held in the Segregated Account shall be divided between the Limited Partners and the Partnership in the same ratio as the amount of the disputed Credit held in the Final Determination to be unavailable to the Partnership bears to the amount of the disputed Credit held in the Final Determination to be available to the Partnership. Any amounts received by the Partnership from the Segregated Account not in excess of the amount of Credit Adjuster Advances made by the General Partner pursuant to this Article 3.3(b) and Article 3.4(b) shall be immediately distributed to the General Partner. Any amounts distributable to the Partners in accordance with the provisions of this Article 3.3(b) shall neither reduce nor be limited by Net Cash Flow.

(c) In the event the Credit which the Partnership claims (as determined by the Accountants) for the taxable year ending December 31, 1991 is less than the LIH Credit Sum for such taxable year, and there is a corresponding increase in the anticipated Credit for the taxable year ending December 31, 2000 (the "Deferred Credit Amount"), then the provisions of Article 3.3(a) shall apply to the taxable year ending December 31, 1991 as if the Deferred Credit Amount were additional Credit claimed during such year. However, the next succeeding Additional Capital Contribution of each Limited Partner shall be reduced by an amount equal to such Limited Partner's proportionate share, based upon relative Partnership Percentages, of the difference between (i) the Deferred Credit Amount and (ii) the present value of the Deferred Credit Amount discounted from April 15, 2001 to April 15, 1992 using a discount factor of 18%.

(d) No adjustment shall be made pursuant to this Article 3.3 unless the amount of such adjustment when combined with all prior such adjustments exceeds the amount of \$30,000.

(e) In addition to, and not in limitation of, the other terms of this Article 3.3 or any other terms of this Agreement, if the total Credit claimed by the Partnership in any taxable year, or the total Credit held to be available in a Final Determination with respect to such year, is zero, then the Limited Partners shall have no obligation to make any Additional Capital Contributions. The foregoing sentence shall be of no force and effect if either (i) no Credit was projected as being available to the Partnership in the Financial Projections for such taxable year, or (ii) such taxable year was projected as being the first taxable year of the "credit period" (as defined in section 42(f)(1) of the Code) of the Project and the Partnership has made a valid and timely election under section 42(f)(1)(B) of the Code to begin the credit period of the Project in the following taxable year.

(f) In the event the Accountants do not allocate, or the Service challenges the allocation of, 99% of the Credit to the Limited Partners, or the Service, in connection with an ongoing audit asserts, or proposes to assert by means of a Sixty Day Letter, that less than 99% of the Credit is properly allocable to the Limited Partners, the amount of the reduction of the Credit allocable to the Limited Partners shall be treated as a reduction of Credit available to the Partnership for purposes of this Article 3.3.

(g) "LIH Gross-Up Amount" means the amount which, when added to the LIH Reduction Amount, the LIH Recapture Amount or the Service LIH Reduction Amount, as the case may be, will produce an amount equal to the LIH Reduction Amount, the LIH Recapture Amount or the Service LIH Reduction Amount, as the case may be, on an after-tax basis in the hands of the Limited Partners, assuming that each of the Limited Partners is subject to federal income tax in the relevant taxable year at the maximum rate imposed upon corporations under Section 11 of the Code. For purposes of the foregoing, the LIH Gross-Up Amount shall take into account such Limited Partner's federal income tax liability, including penalties and interest, incurred in connection with (i) any distributions to such Limited Partner pursuant to the terms of this Article 3.3 (including distributions attributable to the LIH Gross Up Amount), and (ii) in the case of the Service LIH Reduction Amount, (A) the disputed amounts and (B) upon completion of proceedings relating to the examination of the Partnership's federal income tax returns, the Final Determination. In furtherance and not in limitation of the foregoing, in the event that a distribution a Limited Partner in accordance with the terms of this Article 3.3 results in an allocation of gross

income, Net Profits or Gain to such Limited Partner under any provision of the Treasury Regulations promulgated under section 704(b) of the Code or this Agreement in excess of that which would have been allocated to such Limited Partner had no such distribution occurred, such allocation shall be treated as giving rise to a federal income tax liability incurred by such Limited Partner in connection with a distribution pursuant to the terms of this Article 3.3.

(h) Credit Adjuster Advances shall not affect the Partnership Percentage of the General Partner.

3.4 Additional Credit Adjuster Advances.

(a) In the event that the amount of an Additional Capital Contribution is reduced for any taxable year by reason of Article 3.3(a), the General Partner shall advance to the Partnership, in addition to any Credit Adjuster Advances required by Article 3.3, a Credit Adjuster Advance equal to the lesser of (i) the amount of such reduction, or (ii) the portion of the Development Fee payable in such taxable year. The amount of any Credit Adjuster Advance made by reason of this Article 3.4(a) shall be advanced to the Partnership prior to the date upon which the payment of the installment of the Development Fee is due and shall be used by the Partnership to pay such installment of the Development Fee for such taxable year.

(b) In the event that all or a portion of an Additional Capital Contribution for any taxable year is placed into a Segregated Account by reason of Article 3.3(b), the General Partner shall advance to the Partnership, in addition to any Credit Adjuster Advances required by Article 3.3, a Credit Adjuster Advance equal to the lesser of (i) the amount of Additional Capital Contributions placed into the Segregated Account during the taxable year, or (ii) the portion of the Development Fee payable in such taxable year. The amount of any Credit Adjuster Advance made by reason of this Article 3.4(b) shall be advanced to the Partnership prior to the date upon which the payment of the installment of the Development Fee is due and shall be used by the Partnership to pay such installment of the Development Fee for such taxable year.

3.5 No Interest on Capital Contributions. No interest shall accrue or be payable to any Partner by reason of its Capital Contribution or its Capital Account.

3.6 No Right to Require Repayment of Capital. A Partner shall not have the right to withdraw from the Partnership all or any part of its Capital Contribution. No Partner shall have any right to demand and receive property of the Partnership in return

for its Capital Contribution or in respect of its Interest, except as provided in this Agreement.

3.7 Deficit Restoration. If, upon liquidation of the General Partner's Interests (whether or not in connection with the liquidation of the Partnership), the General Partner has a negative balance in its Capital Account (as determined after taking into account Capital Account adjustments pursuant to Article 7.1 as well as adjustments for the Partnership taxable year during which the liquidation of the General Partner's Interest occurs, other than those for contributions made pursuant to this Article 3.7), then the General Partner shall be required to contribute to the capital of the Partnership, immediately prior to the liquidation of the General Partner's Interest, the amount necessary to restore its Capital Account to zero. Such contributions shall be receipts of the Partnership available for payment of operating expenses of the Partnership or distribution to the Partners, in accordance with the terms of this Agreement. If, upon liquidation of a Limited Partner's Interest (whether or not in connection with the liquidation of the Partnership), such Limited Partner has a negative balance in its Capital Account, such Limited Partner shall have no obligation to make any contribution to the capital of the Partnership and the negative balance of such Limited Partner's Capital Account shall not be considered a debt owed by such Limited Partner to the Partnership or any other Person for any reason whatsoever.

3.8 No Third-Party Beneficiary. None of the provisions of this Agreement shall be construed as existing for the benefit of any creditor of the Partnership or for the benefit of any creditor of any of the Partners, and no provision shall be enforceable by a party not a signatory to this Agreement.

3.9 Adjustments to Capital Contributions for Additional Credit. In the event the effective date of Section 42(d)(5)(C) of the Code is amended to permit the Project's eligible basis to be treated as equal to 130 percent of the otherwise allowable basis, the General Partner shall so notify the Investor Limited Partners. Thereafter, each Investor Limited Partner shall elect one of the following three options by written notice to the General Partner:

(a) Schedule Adjustment. The Schedule of the Capital Contributions for the Investor Limited Partner shall be accelerated (and in the case of the Banks an additional capital contribution shall be made) as follows:

(i) In the case of Fannie Mae, the Capital Contribution installment due on May 1, 1995 shall be paid at the same time as the installment due on May 1, 1992, and the

Capital Contribution installment due on May 1, 1996 shall be paid at the same time as the installment due on May 1, 1993.

(ii) In the case of the Banks, the Capital Contribution installments due on May 1, 1993, May 1, 1994 and May 1, 1995 and an additional capital contribution of \$10,000 shall be paid at the same time as the installment due on May 1, 1992.

(b) Additional Contributions. The Investor Limited Partner shall make an additional capital contribution of \$0.50 for each \$1.00 of additional Credit, such additional contribution to be paid in on the same schedule in the same relative amounts as set forth in Exhibit A.

(c) Sale to New Investors. The Investor Limited Partner may decline to receive the additional Credit, in which case the General Partner shall have the right to sell such Investor Limited Partner's share of the additional Credit to the other Investor Limited Partners or to one or more new limited partners approved by the Investor Limited Partners, and in either such case, the non-purchasing Investor Limited Partner's Partnership Percentage shall thereafter equal eighty-nine percent (89%) of such Investor Limited Partner's previous Partnership Percentage.

All additional capital raised on account of such additional Credit shall be deposited by the Partnership into the Residual Fund Escrow Account and shall be deemed an additional operating deficit guaranty fee to CCBA.

ARTICLE 4

Right to Mortgage; General Partner Bound by Loan Documents; MHFA Provisions

4.1 Right to Mortgage. The Partnership shall be authorized to borrow from the Lenders whatever amounts may be required, subject to the provisions hereof and to the parameters set forth in the Financial Projections, in connection with the acquisition, development, and completion of construction of the Partnership Property and to meet the expenses of operating the Project (including, without limitation, any items for which a Lender may provide funds) and shall secure the same by the Mortgage. Borrowing under the Mortgage Note shall not at any given time exceed the face amount of \$7,764,398, nor be at a higher interest rate, nor change the payment terms, under the initial Mortgage Note. The Mortgage shall provide that no Partner shall have any personal liability for the payment of all or any part of such

Mortgage Note and that under no circumstances will any of the Limited Partners ever be personally liable.

4.2 General Partner Bound by Loan Documents. The General Partner shall be bound by the terms of the Loan Documents and the Project Documents. Any incoming General Partner shall as a condition of receiving any Interest agree to be bound by the Loan Documents and the Project Documents to the same extent and on the same terms as the other General Partner. Upon any dissolution of the Partnership or any transfer of the Partnership Property while the Mortgage is held by the Mortgagee, no title or right to the possession and control of the Partnership Property and no right to collect the rents therefrom shall pass to any Person who is not, or does not become, bound by the Loan Documents and the Project Documents and the provisions of this Agreement in a manner satisfactory to the Mortgagee.

4.3 MHPA Provisions. For as long as the Mortgage is outstanding:

(a) In order to ensure that the statutory limitation on distributions applicable to projects financed by the Mortgagee is not directly or indirectly violated, the Mortgagee must approve the terms of any loans by Partners to the Partnership. In addition, no distributions of Net Cash Flow, Sale Proceeds or Refinancing Proceeds from the Partnership and no repayment of loans from Partners to the Partnership may be guaranteed out of Partnership assets or partnership or property management fees derived from the Project without the consent of the Mortgagee.

(b) Notwithstanding the provisions of Article 8.3, the Net Invested Capital of the Partners shall remain as a partnership asset until the Mortgagee has issued its Certificate of Approval and Acceptance for the Project.

(c) Notwithstanding anything to the contrary in this Agreement, no assignee of the Interest of a General or Limited Partner and no proposed Successor General Partner chosen by the Limited Partners shall be admitted to the Partnership as a Partner unless and until such Person shall have agreed and acknowledged his, her or its obligations, if any, to the Mortgagee and all other parties in connection with the Mortgage Note and the construction and operation of the Project.

(d) Notwithstanding the provisions of Article 9.1, prior to issuance by the Mortgagee of its Certificate of Approval and Acceptance for the Project, the General Partner shall not be entitled to withdraw from the Partnership and after issuance by the Mortgagee of its Certificate of Approval and Acceptance for the Project, no General Partner shall be entitled to withdraw from the Partnership without agreement by the Mortgagee that

there remains or will be substituted one or more General Partners who are capable and competent to cause the Partnership to have the capacity effectively to own and operate the Project.

(e) Notwithstanding the provisions of Article 14.1, any amendments to this Agreement which would affect the Mortgagee's rights under any of the Loan Documents may not be made without the prior written consent of the Mortgagee.

ARTICLE 5

Rights, Powers and Obligations of the General Partner

5.1 Authority of General Partner.

(a) Subject to the terms of this Agreement, the General Partner shall have the right, power, and authority, acting for and on behalf of and in the name of the Partnership, to:

- (i) execute and deliver on behalf of the Partnership any contract, agreement, or other instrument or document required or otherwise appropriate to acquire, complete construction of, maintain, improve, lease, operate, sell, encumber, mortgage, convey, or refinance the Partnership Property (or any part thereof);
- (ii) convey the Partnership Property by deed, mortgage, certificate, bill of sale, agreement, or otherwise, as appropriate; and
- (iii) bring, compromise, settle, and defend actions at law or in equity.

(b) Except for items for which a vote or consent of the Limited Partners is required, all decisions made for and on behalf of the Partnership by the General Partner shall be binding upon the Partnership. Except as expressly otherwise set forth in this Agreement, the General Partner (acting for and on behalf of and in the name of the Partnership), in extension and not in limitation of the rights and powers given them by law or by the other provisions of this Agreement, shall, in its discretion, have the full and entire right, power and authority, in the management of the Partnership's business, to do any and all acts and things necessary, proper, ordinary, customary or advisable to effectuate the purposes of the Partnership as set forth in Article 2.6. In furtherance and not in limitation of the foregoing provisions of this Article 5 and of the other provisions of this Agreement, the General Partner is, as is more fully set forth in Article 5.1(a), specifically authorized and empowered to execute any and all instruments and documents as shall be required by any lender in connection with any loan or loans, including but not limited to executing the Mortgage, Mortgage Note, any contract, bank resolution and signature card, release,

discharge, or any other document or instrument in any way related thereto or necessary or appropriate in connection therewith, all of which must be in accordance with this Agreement.

5.2 Limitations on the Authority of the General Partner.

Notwithstanding any other provision of this Agreement, the General Partner shall have no authority to perform any act in violation of any applicable law or regulations, the Loan Documents, or the Project Documents; or to do any act required to be approved, consented to, voted on, or ratified by all of the Investor Limited Partners under the Act or under this Agreement unless such approval, vote, consent, or ratification has been obtained; or to cause the Partnership to engage in any business other than as set forth in Article 2.6; or do any act which would make it impossible to carry out the business of the Partnership as contemplated herein. The General Partner shall have no authority to engage in the following activities without the prior written affirmative vote of the Investor Limited Partners and, if required, the consent of the Lenders:

(a) Effect a sale of all or any portion of the Partnership Property or the Units, except pursuant to the Right of Refusal Agreement;

(b) Effect a refinancing, encumbrance, mortgage, conveyance, or other disposition of all or a substantial portion of the Partnership Property;

(c) Lease as an entirety the Partnership Property, or lease any portion of the Partnership Property, except in the normal course of business;

(d) Become personally liable on, or in respect of, or guarantee all or any portion of the Mortgage Note, the Mortgage, or any of the Permanent Loan Documents;

(e) Construct any new capital improvements or replace any existing capital improvements, the aggregate cost of which exceeds an amount equal to the lesser of \$100,000 or 5% of the Permanent Loan amount.

(f) Acquire any real property in addition to the Partnership Property (other than easements or similar rights necessary or convenient for the operation of the Project);

(g) During the Compliance Period lease or otherwise operate any LIH Unit in such a manner that such Unit would fail to be treated as a "low income unit" under Section 42(i)(3) of the Code, or operate the Project in such a manner that the Project would fail to be treated as a qualified low-income housing project under Section 42(g)(1)(B) of the Code.

(h) Incur debt other than in the ordinary course of business;

(i) Incur debt in the ordinary course of business that, in the aggregate at any one time outstanding, is in excess of an amount equal to 3% of the Permanent Loan amount, except as specifically permitted in this Agreement;

(j) Change the nature of the Partnership's business;

(k) Voluntarily file a bankruptcy petition on behalf of the Partnership;

(l) Dissolve or wind up the Partnership;

(m) Confess any judgment in excess of \$50,000;

(n) Modify or amend this Agreement except in accordance with Article 14.1; or

(o) Prepay the Mortgage Note.

5.3 Overall Management of Business; General Partner.

(a) The General Partner shall have full and exclusive power and right to manage and control the business and affairs of the Partnership. Any action required or permitted to be taken by a corporate General Partner hereunder may be taken by such of its proper officers or agents as it shall validly designate and duly authorize for such purpose.

(b) The General Partner may delegate its authority, power, and right to manage the Partnership Property to the Management Agent; provided, however, that any such delegation shall not relieve the General Partner of its obligations and responsibilities to ensure the proper management of the Partnership Property.

(c) The Tax Matters Partner shall prepare or cause to be prepared all tax and information returns required of the Partnership or considered necessary by the Tax Matters Partner (including, but not limited to, federal, state, and local income tax and information returns and any amended returns), which returns shall be reviewed in advance by the Accountants. The Tax Matters Partner shall, after consultation with the Limited Partners, be responsible for making all elections required or allowed under the Code or the Treasury Regulations including, but not limited to, elections pursuant to Sections 168, 709, and 754 of the Code, and all elections required or allowed under State or local law; provided, however, that no such election shall be made which would create a benefit to the General Partner and a

detriment to any of the Limited Partners without the prior written consent of such Limited Partner.

(d) Counsel and accountants for all Partnership tax and securities law matters and all other Partnership matters shall be selected by the General Partner and approved by Special Limited Partner II, whose approval shall not be unreasonably withheld.

5.4 Duty of the General Partner to Maintain the Low Income Housing Status of the Partnership Property.

(a) During the Compliance Period, the General Partner shall hold for occupancy each of the LIH Units and one hundred percent (100%) of the Project in such a manner as to qualify each of the LIH Units as a "low income unit" under Section 42(i)(3) of the Code, and to qualify the Partnership Property as a "qualified low-income housing project" under Section 42(g)(1)(B) of the Code and Treasury Regulations and rulings promulgated thereunder. The General Partner shall not, by act or omission, permit any act to be taken which would cause the termination or disqualification of the Partnership Property as a "qualified low-income housing project" under Section 42(g)(1)(B) or the termination or disqualification of any Unit as a "low-income unit" under Section 42(i)(3) of the Code.

(b) During the Compliance Period, the General Partner shall prepare and submit to the Secretary of the Treasury (or any other governmental authority designated for such purpose), on a timely basis, any and all annual reports, information returns, and other certifications and information and shall take any and all other action required (i) to insure that the Partnership (and its Partners) will continue to qualify for the Credit for each of the LIH Units and the Partnership Property, and (ii) to avoid recapture or reduction of the Credit or the imposition of penalties or interest on the Partnership or any of the Partners for failure to comply with Section 42 of the Code.

5.5 Outside Activities. The General Partner shall devote to the management of the business of the Partnership so much of its time as is reasonably necessary to the efficient operation of the Partnership Property, the Project, and the Units and in order to comply with this Agreement. The General Partner may not, without the consent of the Investor Limited Partners, engage in or possess any interest in other business ventures (including limited partnerships) of any kind, nature or description whatsoever, independently or with others, whether existing at the date hereof or hereafter coming into existence, including, without limitation, acting as general partner or limited partner of other partnerships which own, directly or through interests in other partnerships, housing projects similar to, or in competition

with, the Project. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom and nothing shall be construed to render them partners in any such business venture.

5.6 Liability to Partnership and Limited Partners. The General Partner shall not be liable, responsible, or accountable in damages or otherwise to the Limited Partners or to the Partnership for any acts performed in good faith and within the scope of authority of the General Partner pursuant to this Agreement; provided, however, that the General Partner shall be liable for its actions and/or omissions to the extent they are attributable to gross negligence, fraud, willful misconduct, or malfeasance, or breach of any representation, warranty, covenant, agreement under this Agreement, breach of fiduciary duty, or actions performed outside the scope of their duty.

5.7 Indemnification of General Partner.

(a) The Partnership shall indemnify, defend, and hold harmless the General Partner from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or alleged to arise out of any demands, claims, suits, actions, or proceedings against the General Partner, by reason of any act or omission performed by it (including its employees and agents) while acting in good faith on behalf of the Partnership and within the scope of the authority of the General Partner pursuant to this Agreement, and any amount expended in any settlement of any such claim of liability, loss, or damage; provided, however, that: (i) the General Partner must have in good faith believed that such action was in the best interests of the Partnership, and such course of action or inaction must not have constituted gross negligence, fraud, willful misconduct, malfeasance, breach of any representation, warranty, covenant or agreement set forth in this Agreement, or breach of a fiduciary duty; and (ii) any such indemnification shall be recoverable from the assets of the Partnership, not from the assets of any Limited Partner, and no Partner shall be personally liable therefor. This indemnity shall be operative only in the context of third-party suits, and not in connection with demands, claims, suits, actions or proceedings initiated by any Partner or any Affiliate thereof against another Partner.

(b) The Partnership shall not pay for any insurance covering liability of the General Partner for actions or omissions for which indemnification is not permitted hereunder.

(c) Notwithstanding anything contained in this Article 5.7, the General Partner shall not be indemnified or saved harmless from any liability, loss, damage, cost, or expense incurred

by it in connection with: (i) any liability imposed by law, including liability for negligence or misconduct; (ii) any claim or settlement involving the allegation that federal or state securities laws were violated by the General Partner or the Partnership; or (iii) any claim involving any category of claims listed in Article 5.7(a)(i), unless (a) the General Partner is successful in defending such action on the merits; (b) such claims have been dismissed in favor of the General Partner with prejudice on the merits by a court of competent jurisdiction; or (c) a court of competent jurisdiction approves a settlement and determines that the General Partner is entitled to costs.

(d) The provision of advances from the Partnership to the General Partner for reasonable legal expenses and other costs as a result of a legal action pursuant to Article 5.7(e) is permissible only if the following three conditions are satisfied: (1) the legal action relates to the performance of the duties or services by the General Partner on behalf of the Partnership; (2) the legal action is initiated by a third party who is not a Partner or Affiliate thereof; and (3) the General Partner covenants in advance to repay the advance of funds to the Partnership in accordance with Article 5.7(e) in the event it is determined that the General Partner is not entitled to indemnification hereunder.

(e) The General Partner, when entitled to indemnification pursuant to this Article 5.7, shall be entitled to receive, upon application therefor, reasonable advances to cover the costs of defending any proceedings against it; provided, however, that such advances shall be repaid to the Partnership, with interest thereon, at an annual rate equal to Prime plus four percentage points, computed on a daily basis, from the date made until repaid, the General Partner is determined not to be entitled to indemnification under this Article 5.7. All rights of the General Partner to indemnification shall survive the dissolution of the Partnership and the death, retirement, incompetency, insolvency, bankruptcy, or withdrawal of the General Partner.

(f) The indemnification rights contained in this Article 5.7 shall be limited to direct out-of-pocket loss or expense, and shall not include indirect loss or expense such as administrative or overhead expenses of the General Partner or foregone opportunity costs. Nothing contained herein shall constitute a waiver by any Limited Partner or its Affiliates of any right which it may have against any party under federal, state, or common law principles.

(g) The indemnification authorized by this Article 5.7 shall include, but not be limited to, the costs and expenses (including reasonable attorneys' fees) of the removal of any

liens affecting any property of the indemnitee as a result of such legal action.

5.8 Indemnification of Partnership and Limited Partners.

The General Partner shall defend, indemnify, and save harmless (i) the Partnership and each Limited Partner from any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) incurred by reason of any demands, claims, suits, actions, or proceedings arising out of the General Partner's gross negligence, fraud, willful misconduct, malfeasance, breach of any representation, warranty, covenant, or agreement set forth in this Agreement, breach of fiduciary duty, or actions performed outside the scope of the authority of the General Partner pursuant to this Agreement, and (ii) each of the Limited Partners from any liability incurred by any of them for Partnership obligations (including, without limitation, the Mortgage Note) in excess of their respective Capital Contributions, except to the extent that a Final Determination has been made that such Limited Partner has taken any actions or exercised any rights with respect to the operation of the Partnership in excess of those actions and rights granted or allowed under this Agreement or the Act. The foregoing indemnification shall be a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the death, retirement, incompetency, insolvency, bankruptcy, or withdrawal of the General Partner. The indemnification authorized by this Article 5.8 shall include, but not be limited to, the costs and expenses (including reasonable attorneys' fees) of the removal of any liens affecting any property of the indemnitee as a result of such legal action.

5.9 Environmental Indemnification.

In the event that the Partnership or any of the Limited Partners becomes liable under any statute, regulation, ordinance or other provision of federal, state, or local law pertaining to the protection of the environment or otherwise pertaining to public health or employee health and safety, including, without limitation, protection from hazardous waste, lead-based paint, asbestos, methane gas, urea formaldehyde insulation, oil, toxic substance, underground storage tanks, polychlorinated biphenyls (PCBs), and radon, the General Partner shall indemnify and hold harmless the Partnership and each of the Limited Partners for any and all costs, expenses (including reasonable attorneys' fees), damages, or liabilities to the extent that any of the Limited Partners is required to discharge such costs, expenses, damages, or liabilities in whole or in part from any source. The foregoing indemnification shall be a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the death, retirement, incompetency, insolvency, bankruptcy, or withdrawal of the General Partner. The indemnification authorized by this Article 5.9 shall include, but not be limited to, the costs and expenses (including reasonable attorneys' fees) of the removal of any

liens affecting any property of the indemnitee as a result of such legal action.

5.10 Representations and Warranties of the General Partner.
The General Partner hereby represents and warrants to each of the Limited Partners and to the Partnership that the following are true and correct as of the date hereof and will be true and correct for the Term, unless specifically otherwise provided:

(a) Seventy percent (70%) or more of the Partnership's federal income tax basis in the Project was financed with the proceeds of a tax-exempt bond issuance taken into account under Section 146 of the Code.

(b) No litigation, action, investigation, event, or proceeding is pending or, to be best of their knowledge, is threatened which, if adversely resolved, would: (i) adversely affect the Partnership or the Partnership Property; (ii) adversely affect the ability of the General Partner or any of its Affiliates to perform its obligations under this Agreement; (iii) adversely affect the financial condition of the General Partner; or (iv) constitute or result, if true, in a material breach of any representation, warranty, covenant, or agreement set forth herein.

(c) All building, zoning, and other applicable certificates, permits, and licenses necessary to permit the construction, use, occupancy, and operation of the Partnership Property and the Project have been obtained and neither the Partnership nor the General Partner has received any notice of or has any knowledge of any violation with respect to the Partnership Property of any law, rule, regulation, order, or decree of any governmental authority having jurisdiction which would have a material adverse effect on the Partnership Property or the Project or the use, occupancy, or operation thereof.

(d) The execution and delivery of this Agreement and all instruments pertaining thereto and the performance of all acts heretofore or hereafter made or taken pertaining to the Partnership or the Partnership Property by the General Partner has been or will be duly authorized by all necessary corporate or other action, and the consummation of any such transactions with or on behalf of the Partnership does not constitute a breach or violation of, or a default under, the articles of incorporation or regulations or by-laws or other governing instruments of the General Partner or any agreement by which its or any of its properties is bound, nor, to its best knowledge, constitute a violation of any law, administrative regulation, or court decree.

(e) No Event of Bankruptcy has occurred with respect to the General Partner or any of its Affiliates.

(f) Except as otherwise disclosed to the Limited Partners in Exhibit C, as of the date of this Agreement, there are no outstanding loans or advances from the General Partner or any Affiliates to the Partnership, and the Partnership has no unsatisfied obligation to make any payments of any kind to the General Partner or any Affiliate.

(g) No failure or refusal of a Lender or grantee or other party to make any advance under the Loan Documents has occurred and is continuing.

(h) The Partnership owns the Partnership Property, the Project, and each of the Units, free and clear of any liens, charges, or encumbrances other than matters set forth in the Title Policy and mechanics' or other liens which have been bonded against in such a manner as to preclude the holder of such lien from having any recourse to the Partnership Property, the Project, any of the Units, or the Partnership for payment of any debt secured thereby and the General Partner has received no notice of any such liens, charges, or encumbrances.

(i) The General Partner (i) is a corporation validly existing and in good standing under the laws of the state of its incorporation and (ii) has full power to enter into and consummate this Agreement; and the consummation of all transactions contemplated herein and in the Loan Documents and the Project Documents to be performed by the General Partner does not and will not result in any material breach or violation of, or default under, any agreements by which the General Partner is bound, or, to its best knowledge, under any applicable law, administrative regulation, or court decree.

(j) All consents or approvals of any governmental authority, or any other Person, necessary in connection with the transactions contemplated by this Agreement or necessary to admit Fannie Mae and the Banks to the Partnership as Investor Limited Partners and CII as Special Limited Partner II have been obtained by the General Partner.

(k) All appropriate roadways and public utilities necessary to the operation of the Partnership Property, including, but not limited to, sanitary and storm sewers, water, gas (if applicable), and electricity are available to and are connected to the Partnership Property and each of the Units.

(l) The Partnership is entitled to the benefit of the Loan Documents and the Project Documents and all other contracts and agreements which provide benefits for the owner of the Partnership Property, the Project, or the Partnership and no default (or event which, with the giving of notice or the passage of time or both, would constitute a default) has occurred and is

continuing under any of the Loan Documents or the Project Documents (or any other such contract, agreement, or instrument to which the Partnership is subject), and the same are in full force and effect.

(m) All Loan Documents and Project Documents are in accord with applicable laws, codes and regulations and the construction of the Partnership Property has been completed in accordance therewith.

(n) To the best knowledge of the General Partner after diligent inquiry, including, without limitation, the preparation and provision of the Environmental Report in accordance with Article 5.10(q), the Partnership Property contains no substance, and on the Completion Date will contain no substance, known to be hazardous such as hazardous waste, lead-based paint, asbestos, methane gas, urea formaldehyde insulation, oil, toxic substances, underground storage tanks, polychlorinated biphenyls (PCBs), and radon, and the Partnership Property is not affected by the presence of oil, toxic substances, or other pollutants that could be a detriment to the Partnership Property or the Project nor is it in violation of any local, state, or federal law or regulation and no violation of the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Safe Drinking Water Control Act, Comprehensive Environmental Resource Compensation and Liability Act, or Occupational Safety and Health Act has occurred or is continuing; and the General Partner has received no notice from any source whatsoever of the existence of any presently existing hazardous condition on the Partnership Property or of a violation of any such local, state or, federal law or regulation with respect to the Partnership Property.

(o) No event has occurred which has caused, and the General Partner has not acted in any manner which will cause (i) the Partnership to be treated for federal income tax purposes as an association taxable as a corporation, (ii) the Partnership to fail to qualify as a limited partnership under the Act, or (iii) any of the Limited Partners to be liable for Partnership obligations, including, without limitation, the Mortgage Note, in excess of its or their respective Capital Contributions as made in accordance with the terms of this Agreement.

(p) The Partnership and the General Partner are under no obligation under any federal or state law, rule, or regulation to register the Interests or to take any action in order to comply with any exemption available for the sale of Interests without registration.

(q) The General Partner has delivered to each of the Limited Partners the Environmental Report, which report has been approved and accepted by the Limited Partners.

(r) The General Partner has delivered to each of the Limited Partners true copies of all documents material to such Limited Partner's investment in the Partnership and true copies of all amendments to such documents.

(s) The Partnership incurred prior to January 1, 1990 at least 10% of the reasonably anticipated costs of constructing the Project.

(t) No portion of the Partnership Property is or will be treated as "tax-exempt use property" as defined in Section 168(h) of the Code.

(u) To the General Partner's best knowledge, the General Partner, the Partnership, its Managing Agent, and the Partnership Property are in compliance with all applicable federal, regional, state and local laws, rules, regulations, statutes, decisions, orders, judgments, directives, decrees, codes, guidelines or ordinances of any governmental or regulatory authority, court or arbitrator. The General Partner has caused the Partnership and the Management Agent to make all required filings and take all other actions within applicable time limits as necessary to comply or maintain compliance with the representation and warranty expressed in the foregoing sentence.

5.11 Covenants of the General Partner. The General Partner covenants to the Limited Partners and to the Partnership that for the Term:

(a) The General Partner shall at all times maintain its total net worth at a level sufficient to ensure that (i) the Partnership will be classified for federal income tax purposes as a partnership and not as an association taxable as a corporation, and (ii) the General Partner will be able to satisfy all of its obligations, and all claims arising, under this Agreement, and shall take any and all actions as may be necessary from time to time to maintain such net worth.

(b) The General Partner shall at all times during the Compliance Period rent each LIH Unit to qualifying low-income tenants, charge such tenants rental rates no greater than permitted under Section 42 of the Code, and in all other respects comply with the provisions of Section 42 of the Code.

(c) The General Partner agrees that, except as provided in or contemplated by the Loan Documents, neither it nor any of its Affiliates will at any time become personally liable for payment of the Mortgage Note. The General Partner agrees that it will not cause any of the Limited Partners to become, and it will take all steps necessary to prevent any of the Limited Partners at any time from becoming, personally liable for payment

or performance under the Mortgage Note, the Mortgage, or any other Loan Document, except as provided by law.

(d) Prior to the exercise of any of the voting rights of the Limited Partners required by this Agreement, each of the Limited Partners shall have the right to obtain an opinion of counsel stating that the exercise of such voting rights will not constitute taking part by such Limited Partner in the control of the Partnership's business. The cost of obtaining such an opinion will be borne by such Limited Partner.

(e) The General Partner will cause the Partnership to maintain with financially sound insurers with an A.M. Best Co. rating of A+V or better (i) comprehensive general liability insurance in a minimum amount of \$5,000,000 for bodily injury and property damage for any single occurrence; and (ii) in an amount equal to the replacement value of the Partnership Property for property damage; and (iii) such other insurance on the Partnership Property against risks which are of a character usually insured by Persons engaged in a similar business and in form and amount and covering such risks as is usually carried by such Persons; provided, however, that, in addition to such requirements, the Partnership shall at all times comply with the insurance requirements imposed by the Mortgagee.

(f) The General Partner shall obtain all building, zoning, and other applicable certificates, permits, and licenses necessary to permit the construction, use, occupancy, and operation of the Partnership Property and the Project that are obtainable only after completion of the Partnership Property and the Project or a specified portion thereof.

(g) The General Partner shall furnish to each of the Limited Partners, by the earlier of ten business days of receipt thereof or two days prior to the expiration of any applicable cure period, a copy of any notice of default under any of the Project Documents or any of the Loan Documents given to the Partnership or any General Partner by the Mortgagee.

(h) The General Partner will cause the Partnership, its Managing Agent, and the Partnership Property to comply with all applicable federal, regional, state and local laws, rules, regulations, statutes, decisions, orders, judgments, directives, decrees, codes, guidelines or ordinances of any governmental or regulatory authority, court or arbitrator, whether now in force or as amended or enacted in the future. The General Partner shall cause the Partnership and the Management Agent to make all required filings and take all other actions within applicable time limits as necessary to comply with the covenant expressed in the foregoing sentence.

(i) The General Partner will cause the Partnership Property, including each of the Units, to be operated in compliance with all applicable zoning regulations, ordinances, and subdivision laws, rules, and regulations.

(j) The General Partner will cause the Partnership to comply with all of the terms and conditions of the residential lease agreement for each of the Units.

(k) The General Partner will cause the Partnership to keep all public utilities necessary to the operation of the Partnership Property, including, but not limited to, sanitary and storm sewers, water, gas (if applicable), and electricity, operating in working condition, to the extent required by law and pursuant to the residential lease agreement of any of the Units.

(l) The General Partner shall not act in any manner which will cause (i) the Partnership to be treated for federal income tax purposes as an association taxable as a corporation, (ii) the Partnership to fail to qualify as a limited partnership under the Act, or (iii) any of the Limited Partners to be liable for Partnership obligations, including, without limitation, the Mortgage Note, in excess of its or their respective Capital Contributions as paid in accordance with the terms of this Agreement.

(m) The General Partner shall not employ any Person as an employee of the Partnership.

(n) The General Partner shall take all actions necessary to ensure that the Partnership Property contains no substance known to be hazardous such as hazardous waste, lead-based paint, asbestos, methane gas, urea formaldehyde insulation, oil, toxic substances, underground storage tanks, polychlorinated biphenyls (PCBs), and radon, and to ensure that the Partnership Property is not affected by the presence of oil, toxic substances, or other pollutants that could be a detriment to the Partnership Property or the Project and to ensure that the Partnership Property is not in violation of any local, state, or federal law or regulation and is not in violation of the Clean Air Act, Clean Water Act, Resource Conservation and Recovery Act, Toxic Substance Control Act, Safe Drinking Water Control Act, Comprehensive Environmental Resource Compensation and Liability Act, or Occupational Safety and Health Act; and the General Partner shall promptly deliver to each of the Limited Partners any notice received from any source whatsoever of the existence of any such hazardous condition on the Partnership Property or of a violation of any such local, state, or federal law or regulation with respect to the Partnership Property.

(o) The General Partner shall take all actions necessary or required to maintain the Partnership in good standing in Massachusetts, including, without limitation, the making of all necessary filings.

(p) The General Partner shall use funds of the Partnership attributable to Capital Contributions, Credit Adjuster Advances made pursuant to Article 3.4, or Fee Guarantee Advances prior to any other Partnership funds to pay the Development Fee. Nothing in this Article 5.11(p) is intended to affect the obligation of the General Partner to make such Credit Adjuster Advances or Fee Guarantee Advances.

(q) The General Partner will take all actions necessary or appropriate to prevent any portion in excess of five percent of the Partnership Property being treated as "tax exempt use property" as defined in Section 168(h) of the Code.

(r) The General Partner shall apply the gross rental receipts of the Partnership towards debt service payments as required under the Loan Documents, with only the excess gross rental receipts being used for other operating expenses of the Partnership.

(s) The General Partner will comply with the requirements of Section 42(h)(1)(E) of the Code, including the requirement that the Project be placed in Service prior to January 1, 1992.

5.12 Use of Investor Limited Partners' Names. The General Partner, at all times when it communicates regarding the composition of the Partnership, shall state that Fannie Mae and the Banks serve only as limited partners and have limited liability as a matter of law. All contracts hereinafter entered into by the Partnership that by their terms involve the expenditure of over \$40,000 in the aggregate or which are expected to involve the expenditure of over \$20,000 per year shall contain a clause specifying that the contracting party knows that Fannie Mae and the Banks serve only as limited partners and are not responsible for the debts of the Partnership, and that the contracting party covenants not to sue Fannie Mae or the Banks for payment of any claims or amounts due under or arising out of the contract.

5.13 No Salary. The General Partner shall not be entitled to receive any salary in connection with performance of its duties as the General Partner.

5.14 Obligation to Obtain Cost Certification.

(a) The General Partner shall provide for, or cause to be provided for, all actions and performance required to arrive

at the Cost Certification Date in conformity with the Loan Documents.

(b) If the Designated Proceeds are insufficient to:

(i) complete the construction and rehabilitation of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanics', materialmen's, or similar liens, and equip the Partnership Property or cause the same to be equipped, all in accordance with the Loan Documents and Project Documents and to the extent required to obtain the Cost Certification;

(ii) obtain the Cost Certification from the Mortgagee in conformity with the Loan Documents;

(iii) discharge all Partnership liabilities and obligations arising out of any casualty giving rise to insurance proceeds; and

(iv) pay or provide for all requirements of the ongoing business operations of the Partnership, including all obligations, expenses, costs, liabilities, or expenditures in respect thereof, applicable to the period prior to the Cost Certification Date as such operations relate to obtaining the Cost Certification;

the General Partner shall advance or cause to be advanced to the Partnership from time to time as needed such funds ("Development Advances") as are required to pay such deficiencies.

(c) Development Advances shall not affect the Partnership Percentage of the General Partner.

(d) As used herein, the term "Designated Proceeds" shall mean: (i) proceeds of the Mortgage Note; (ii) insurance proceeds arising out of casualties as available from time to time; and (iii) Capital Contributions, due prior to the Cost Certification Date. Nothing contained herein shall be deemed to prohibit the use of rental income received prior to the Cost Certification Date for payment of costs and expenses incidental to the operation and business activities of the Partnership.

5.15 Operating Deficit Contributions.

(a) If, at any time or from time to time after the Completion Date, an Operating Deficit exists, then the General Partner shall contribute funds (an "Operating Deficit Contribution") to the Partnership in an amount equal to the amount of the Operating Deficit. Operating Deficit Contributions shall be repayable, without interest, solely as provided in Article 8

hereof. Operating Deficit Contributions shall not affect the Partnership Percentage of the General Partner. Operating losses funded by Operating Deficit Contributions shall be allocated to the General Partner.

(b) In the event that the General Partner has established a cash reserve account for debt service and operating deficits (the "Residual Fund Escrow Account") in the amount of \$700,000, has received a Promissory Note from CCBA in the amount of \$100,000 and has provided a letter of credit in the amount of \$184,321 as required under the terms of the Loan Documents, the obligation of the General Partner to make Operating Deficit Contributions (the "ODC Obligation") shall not exceed \$800,000 at any one time outstanding. Amounts paid from the Residual Fund Escrow Account to cover Operating Deficits shall be deemed made in partial satisfaction of the General Partner's ODC Obligation.

5.16 Fee Guarantee Advances. If as of the date that any installment of the Development Fee is due (i) there is a continuing deferral of the Additional Capital Contribution Due Date pursuant to Article 3.2(d), or (ii) any Limited Partner has deposited any Additional Capital Contribution in an escrow account pursuant to Article 3.2(i), the General Partner shall make a Fee Guarantee Advance to the Partnership equal to the excess of (x) the amount of the installment of the Development Fee then due and payable, over (y) the amount of any Credit Adjuster Advance made pursuant to Article 3.4 with respect to such installment. The amount of any Fee Guarantee Advance shall be advanced to the Partnership on the due date of such installment of the Development Fee and used by the Partnership to pay the amount of such installment of the Development Fee then due and payable. As soon as the Additional Capital Contribution has been made available to the Partnership, there shall be specially distributed to the General Partner (neither to reduce nor to be limited by Net Cash Flow) an amount equal to the lesser of (i) the amount of all unrepaid Fee Guarantee Advances or (ii) the amount of such Additional Capital Contribution. No amount of any Fee Guarantee Advance shall be distributed to the General Partner except as provided in this Article 5.16. Fee Guarantee Advances shall not affect the Partnership Percentage of the General Partner.

5.17 Dealing with Affiliates. The General Partner may, in the name and on behalf of the Partnership, enter into agreements or contracts for performance of services for the Partnership with the General Partner or an Affiliate thereof and may authorize the Management Agent to enter into such agreements and contracts, and the General Partner may obligate the Partnership to pay compensation for and on account of any such services and may authorize the Management Agent to so obligate the Partnership; provided, however, such compensation and services shall be at costs to the Partnership not in excess of those that would be incurred in

making arm's-length purchases of comparable services on the open market.

5.18 Obligation to Purchase Interest of Limited Partner.

(a) The General Partner shall be obligated as provided in Article 5.18(b), to purchase the Limited Partners' Interests if it is determined for any reason whatsoever that no Credit is available to the Partnership in any taxable year for which the the Financial Projections forecast the Credit as being available to the the Partnership, unless no Credit is available in such taxable year solely by reason of a delay in the commencement of the "credit period" (as defined in Section 42(f)(1) of the Code), which delay will have no adverse impact upon the total amount of Credit available to the Partnership.

(b) If the General Partner becomes obligated to purchase the Limited Partners' Interests as provided in Article 5.18(a), the General Partner shall immediately give Notice to each of the Limited Partners of the occurrence of such event and of the General Partner's obligation to purchase the Limited Partners' Interests. By Notice to the General Partner (regardless of receipt of the General Partner's Notice), each Limited Partner may elect to require the General Partner to purchase such Limited Partner's Interests for an amount equal to the capital contributions of such Limited Partner made prior to the exercise of the purchase option plus interest at the rate of Prime plus four percentage points, compounded semi-annually. If a Limited Partner elects to have its Interest purchased, the General Partner shall purchase such Interest within ten days after Notice from such Limited Partner of its election to have its Interest purchased. A Limited Partner may unconditionally waive its right to require the General Partner to purchase its Interest in writing at any time. After such waiver the General Partner shall have no further obligation to purchase the Interest of such Limited Partner.

ARTICLE 6

Rights and Obligations of Limited Partners

6.1 Management of the Partnership. No Limited Partner shall take part in the management or control of the business of the Partnership or transact any business in the name of the Partnership. No Limited Partner shall have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership.

6.2 Limitation on Liability of Limited Partners. Notwithstanding any other provision of this Agreement, the liability of each of the Limited Partners shall be limited to its respective

paid-in Capital Contributions at any given time as and when payable under the provisions of this Agreement. No Limited Partner shall have any other liability to contribute money to, or in respect of the liabilities, obligations, debts, or contracts of the Partnership, nor shall any Limited Partner be personally liable for any liabilities, obligations, debts, or contracts of the Partnership, except as specifically mandated under the Act. No Limited Partner shall have any obligation to make loans to the Partnership. The Limited Partners are prohibited from guaranteeing any Partnership debt or taking any other action which would cause such Partnership liability to be treated as a recourse liability of the Partnership within the meaning of Treasury Regulations Section 1.752-1T(d)(2).

6.3 Outside Activities. Nothing contained in this Agreement shall be construed to constitute either of the Limited Partners hereof the agent of any other Partner hereof or to limit in any manner either of the Limited Partners in the carrying on of its own businesses or activities. Any Limited Partner may engage in and possess any interest in other business ventures (including limited partnerships) of every kind, nature and description, independently or with others, whether existing as of the date hereof or hereafter coming into existence, including, without limitation, acting as general partner or limited partner of other partnerships which own, directly or through interests in other partnerships, housing projects similar to, or in competition with, the Project. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in or to any such other business ventures or to the income or profits derived therefrom and nothing shall be construed to render them partners in any such business ventures.

6.4 Execution of Amendments. Each of the Limited Partners agrees to sign and acknowledge any amendment to this Agreement adopted in accordance with the terms of the Agreement and to execute whatever further instruments shall be necessary or appropriate in connection therewith. The General Partner shall cause the due execution, acknowledgments, and filing for record of any such amendment or further instruments in accordance with the Act, and shall cause a copy of the endorsed copy thereof to be furnished to each of the Limited Partners.

6.5 Approvals by Limited Partners. Except as specifically provided to the contrary, wherever this Agreement provides for an approval vote or consent of the Limited Partners or the Investor Limited Partners, such approval, vote or consent shall require the affirmative action of Limited Partners or Investor Limited Partners, as the case may be, holding two-thirds of the Interests held by such Partners.

6.6 Special Limited Partner II. Each Partner acknowledges and agrees that Special Limited Partner II shall have solely the limited rights in and responsibilities and obligations to the Partnership as set forth in this Article 6.6 and shall otherwise have no authority nor be involved in the day-to-day affairs of the Partnership. Special Limited Partner II shall have no financial obligations to the Partnership other than as set forth in Article 3.2(b). Special Limited Partner II shall have the right and obligation to consent to the selection of any Accountants or counsel hired by the Partnership, which consent shall not be unreasonably withheld or delayed. Special Limited Partner II shall have only the following rights and obligations which it shall exercise in such manner as it reasonably deems appropriate:

(a) the right and, using its best efforts, the obligation to consult with and advise the General Partner as to the manner in which to cure any default hereunder or under the Loan Documents or the Project Documents and to use its best efforts to cause the General Partner to apply any fees and cash distributions otherwise payable to the General Partner or any Affiliates thereof to effect such cure;

(b) the right and obligation to use its best efforts to select a successor General Partner (which shall be approved by the Investor Limited Partners) in connection with the voluntary or involuntary withdrawal or removal of a General Partner pursuant to the provisions of Article 9.1, Article 9.2, Article 9.3 or Article 9.8, and to keep the Mortgagee apprised of its actions, and seek its consent thereto, as and when required pursuant to the provisions of the Loan Documents.

(c) the right and obligation to consult with and advise the General Partner with respect to performance of the reporting requirements pursuant to Article 13.2 and Article 13.3;

(d) the right and obligation to consult with and advise the General Partner as to tax matters and financing matters; and

(e) the right and obligation to take curative measures in accordance with the provisions of Article 9.9.

The General Partner shall not have any fiduciary duties with respect to Special Limited Partner II.

6.7 Removal of Special Limited Partner II. The Investor Limited Partners shall have the right to remove Special Limited Partner II as Special Limited Partner II at any time, with or without cause, upon 30 days' written notice to Special Limited Partner II. Special Limited Partner II may, at any time after termination of the Investor Services Fee Agreement (or any

subsequent investor services fee agreement entered into between the Partnership and any successor Special Limited Partner II), withdraw as Special Limited Partner II upon notice to the General Partner and the Investor Limited Partners. After the removal or withdrawal of a Special Limited Partner II, the Investor Limited Partners shall have the right to designate a successor Special Limited Partner II and the General Partner shall thereafter cause the Partnership to enter into an investor services fee agreement with such successor Special Limited Partner II upon terms substantially similar to those contained in the Investor Services Fee Agreement.

ARTICLE 7

Allocations of Profits, Losses and Credits

7.1 Maintenance of Capital Accounts. A separate capital account (a "Capital Account") shall be maintained for each Partner. For purposes of the foregoing, the Partners hereby agree that the fair market value of the Partnership Property as of the Admission Date is equal to the Partnership Property's adjusted basis. Such Capital Accounts shall be maintained and adjusted as the Tax Matters Partner determines, after consultation with the Limited Partners, is in accordance with Treasury Regulation Section 1.704-1(b).

7.2 Profits, Losses and Credits.

(a) After giving effect to the special allocations set forth in Article 7.3, the Net Profits, Net Losses and Credits of the Partnership shall be allocated to the Partners in accordance with their respective Partnership Percentages.

(b) After giving effect to the special allocations set forth in Article 7.3, Gain shall be allocated among the Partners as follows:

(i) First, to each of the Limited Partners to the extent of any negative balances in their respective Capital Accounts, pro rata according to their relative negative balances;

(ii) Second, to the General Partner to the extent of any negative balance in its Capital Account;

(iii) Third, to the General Partner until the balance in its Capital Account equals the unrepaid portion of any Operating Deficit Contributions;

(iv) Fourth, among the Partners until the aggregate balance in the Limited Partners' Capital Accounts

equals their Net Invested Capital, and the balance in the General Partner's Capital Account equals the sum of its Net Invested Capital and the unrepaid portion of any Operating Deficit Contributions; provided, however, that if there is insufficient Gain to make the full allocation provided in this Article 7.2(b)(iv), the allocation shall be made pro rata among the Partners based on the amounts which would have been allocated if the amount of Gain were sufficient;

(v) Fifth, among the Partners so that, to the extent possible, the ratio of (A) the aggregate balance of the Limited Partners' Capital Accounts in excess of the aggregate of Limited Partners' Net Invested Capital to (B) the balance of the General Partner's Capital Account in excess of the unrepaid portion of any Operating Deficit Contributions and the General Partner's Net Invested Capital is 99% to 1%.

(c) After giving effect to the special allocations set forth in Article 7.3, any Loss shall be allocated among the Partners as follows:

(i) First, to the General Partner to the extent of any positive balance in its Capital Account;

(ii) Second, to each of the Limited Partners to the extent of any positive balances in their respective Capital Accounts, pro rata according to their respective Partnership Percentages;

(iii) The balance, if any, 1% to the General Partner and 99% to the Limited Partners, pro rata according to their respective Partnership Percentages.

(d) For purposes of the allocations of Gain and Loss, a Partner's Capital Account shall be determined immediately prior to the event giving rise to the Gain and Loss as if, at such time, the books of the Partnership had been closed as though at the end of the taxable year. If, in any taxable year, there is a sale of a portion but less than substantially all of the Partnership Property, then solely for purposes of allocating Gain or Loss in accordance with the provisions of this Article 7.2 each Partner's Capital Account shall be deemed to be credited with such Partner's share of Minimum Gain (as determined under Treasury Regulation Section 1.704-1T(b)(4)(iv)(f) and (h)(5)) remaining after any allocation of Gain in accordance with Article 7.3 attributable to such sale.

7.3 Special Allocations and Limitations.

(a) After giving effect to Article 7.3(b) and (c), in the event a Partner who is not the General Partner unexpectedly

receives in any taxable year any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6) which cause or increase an Adjusted Capital Account Deficit of such Partner, items of Partnership income and gain shall be specially allocated to such Partner in such taxable year (and, if necessary in subsequent taxable years), in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible.

(b) (i) Notwithstanding any other provision of this Article 7.3, if there is a net decrease in the Partnership's Minimum Gain attributable to Nonrecourse Liabilities during any taxable year, each Partner shall be specially allocated items of Partnership income and gain for such year (and, if necessary for subsequent years) in proportion to, and to the extent of, an amount equal to the greater of the following:

(A) the portion of such Partner's share of the net decrease in Minimum Gain during such taxable year that is allocable to the disposition of Partnership Property subject to such Nonrecourse Liabilities; or

(B) the amount of such Partner's Adjusted Capital Account Deficit at the end of such taxable year (determined before any allocation for such taxable year of any items of income, gain, loss or deduction or items described in Section 705(a)(2)(B) of the Code).

For purposes of the foregoing, a Partner's share of the net decrease in Minimum Gain attributable to a Nonrecourse Liability shall be determined in accordance with the provisions of Treasury Regulation Section 1.704-1T(b)(4)(iv)(f). Further, it is the intent that the allocations provided in this Article 7.3(b)(i) shall be determined in accordance with Treasury Regulation Section 1.704-1T(b)(4)(iv)(g).

(ii) After giving effect to Article 7.3(b)(i) above, and notwithstanding any other provision of this Article 7.3, if there is a net decrease in the amount of the Partnership's Minimum Gain during any taxable year with respect to a Partner Nonrecourse Debt, the Partner bearing the economic risk of loss with respect to such Partner Nonrecourse Debt shall be allocated items of income and gain for such taxable year (and, if necessary, for subsequent years) in proportion to, and to the extent of, the greater of the following:

(i) the portion of such Partner's share of the net decrease in Minimum Gain during such taxable year that is allocable to the disposition of Partnership Property subject to such Partner Nonrecourse Debt; or

(ii) the amount of such Partner's Adjusted Capital Account Deficit (determined before any allocation for such taxable year of any items of income, gain, loss, or deduction or items described in Section 705(a)(2)(B) of the Code).

For purposes of the foregoing, a Partner's share of the net decrease in Minimum Gain attributable to Partner Nonrecourse Debt shall be determined in accordance with the provisions of Treasury Regulation Section 1.704-1T(b)(4)(iv)(h)(5). Further, it is the intent that the allocations provided in this Article 7.3(b)(ii) shall be determined in accordance with the provisions of Treasury Regulation Section 1.704-1T(b)(4)(iv)(h)(4).

(c) If in any taxable year there is a net increase in the amount of Partnership Minimum Gain attributable to a Partner Nonrecourse Debt, the Partner bearing the economic risk of loss attributable to such Partner Nonrecourse Debt shall be specially allocated items of Partnership deduction and loss in proportion to and to the extent of the excess of:

(i) the amount of such net increase, over

(ii) the aggregate amount of any distributions during such taxable year to such Partner of the proceeds of such Partner Nonrecourse Debt that are allocable to such increase in Partnership Minimum Gain. Items to be so allocated shall be determined in accordance with Treasury Regulation Section 1.704-1T(b)(4)(iv)(h)(3).

The allocations provided for in this Article 7.3(c) are intended to comply with the allocations required by Treasury Regulation Section 1.704-1T(b)(4)(iv)(h), and shall be applied consistently therewith.

(d) Notwithstanding the provisions of Article 7.2(a) and (c) above, in no event shall Net Losses or Loss of the Partnership be allocated to a Limited Partner if such allocation would result in such Limited Partner's having an Adjusted Capital Account Deficit at the end of any taxable year. All Net Losses

or Loss in excess of the limitation set forth in this Article 7.3(d) shall be allocated to the General Partner.

(e) The allocations set forth in Article 7.3(a) through (d) (the "Regulatory Allocations") are intended to comply with certain requirements of Treasury Regulations promulgated under Section 704 of the Code. The Regulatory Allocations shall be taken into account in allocating other Net Profits, Net Losses, and items of income, gain, loss, and deduction to each Partner so that, to the extent possible, and to the extent permitted by Treasury Regulations, the net amount of such allocations of other Net Profits, Net Losses, and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each Partner if the Regulatory Allocations had not been made; provided, however, that in no event shall less than 99% of the Partnership's depreciation deductions be allocated to the Limited Partners, pro rata according to their respective Partnership Percentages.

(f) The respective interests of the Partners in the Net Profits, Net Losses, Gain, and Loss or items thereof shall remain as set forth above unless changed by amendment to this Agreement or by an assignment of a Partnership Interest authorized by the terms of this Agreement. Except as otherwise provided herein, for tax purposes, all items of income, gain, loss, deduction, or credit shall be allocated to the Partners in the same manner as are Net Profits and Net Losses from operations; provided, however, that with respect to property contributed to the Partnership by a Partner, such items shall be shared among the Partners so as to take into account the variation between the basis of such property and its fair market value at the time of contribution in accordance with Section 704(c) of the Code.

(g) Notwithstanding anything herein to the contrary, other than the Regulatory Allocations, the General Partner shall be allocated no less than 1% of each item of Partnership income, gain, loss, deduction, or credit at all times during the existence of the Partnership and the Special Limited Partners shall each be allocated no less and no more than 0.1% of each item of Partnership income, gain, loss deduction or credit as long as each remains a Special Limited Partner in the Partnership.

(h) For purposes of allocating Partnership Nonrecourse Liabilities among the Partners pursuant to Treasury Regulation Section 1.752-1T(a)(2)(i), each Partner's interest in Partnership profits shall equal its Partnership Percentage.

(i) If any fees, interest, or other amounts paid to a Partner or an Affiliate of a Partner pursuant to this Agreement, the Development Fee Agreement, or any other agreement between the Partnership and such Partner or Affiliate providing for the

payment of such amounts, and deducted by the Partnership, whether in reliance upon Section 162, 163, 707(a) or 707(c) of the Code or otherwise, are disallowed as deductions to the Partnership on its federal income tax return for the taxable year in or with respect to which such amounts are paid and are treated instead as Partnership distributions, then:

(i) there shall be allocated to the Partner who received (or whose Affiliate received) such payments an amount of gross income for the taxable year in or with respect to which such fees, interest or other amounts were paid equal to the amount of such fees, interest or other amounts that are so disallowed and treated as Partnership distributions; and

(ii) the Net Profits or Net Losses, as the case may be, for the taxable year in or with respect to which such fees, interest, or other amounts were paid shall be (A) increased or decreased, as the case may be, by the amount of such fees, interest, or other amounts that are disallowed and treated as Partnership distributions, and (B) determined without regard to any gross income of the Partnership which is specially allocated in accordance with the foregoing Article 7.3(i)(i).

ARTICLE 8

Cash Distributions

8.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Sale Proceeds" means the excess of all cash receipts and other consideration arising from the sale or other disposition of all or any portion of the Partnership Property or any proceeds realized from condemnation, insured casualty, or insured title defect, but excluding proceeds from rental interruption insurance or a temporary condemnation in the nature of a lease, if any, over the sum of the following to the extent paid out of such cash receipts and other consideration: (i) the amount of cash disbursed or to be disbursed in connection with or as an expense of such sale or other disposition, (ii) the amount necessary for the payment of all debts and obligations of the Partnership arising from or otherwise related to such sale or other disposition or to which the Partnership Property is subject and which are otherwise then due (not including, however, any Operating Deficit Contributions made to the Partnership by the Partners), (iii) the amount of any deferred portion of management fees, and (iv) any amounts set aside by the General Partner for reserves.

(b) "Refinancing Proceeds" means the excess of the gross proceeds of any borrowings by the Partnership over the sum of the following to the extent paid out of such gross proceeds: (i) any amounts disbursed to repay then existing loans of the Partnership and to pay and provide for all debts and obligations of the Partnership then to be paid or which are otherwise then due (not including, however, any Operating Deficit Contributions made to the Partnership by the Partners), (ii) all reasonable expenses of such borrowings, including, without limitation, all commitment fees, brokers' commissions, and attorneys' fees, (iii) all amounts paid to improve the Partnership Property or for any other purpose in order to satisfy conditions to or established in connection with such borrowings, (iv) the amount of any deferred portion of management fees, and (v) any amounts used to meet the operating expenses of the Partnership Property or set aside by the General Partner for reserves.

(c) "Net Cash Flow" means Net Profits or Net Losses as shown on the books of the Partnership, adjusted by the addition of all items set forth in Article 8.1(c)(i) and further adjusted by the deduction of all items set forth in Article 8.1(c)(ii):

(i) Additions to Net Profits or Net Losses:

(A) the amount of depreciation and/or amortization deductions taken in computing such Net Profits or Net Losses;

(B) all other receipts of the Partnership not included in Net Profits or Net Losses, exclusive of Capital Contributions, the proceeds of loans, and similar capital receipts not provided for elsewhere; and

(C) any other funds deemed available for distribution, and designated as Net Cash Flow by the General Partner, including any amounts previously set aside as reserves by the General Partner which it no longer regards as necessary to maintain.

(ii) Deductions from Net Profits or Net Losses (except to the extent funded by Capital Contributions, the proceeds of loans, and similar capital receipts):

(A) all amortization payments for the current fiscal year on the obligations of the Partnership to the extent not deducted in determining such Net Profits or Net Losses;

(B) expenditures for the acquisition of the property of the Partnership and similar capital outlay items not deducted in determining such Net Profits or Net Losses;

(C) amounts added to the Partnership reserves determined by the General Partner to be necessary including any reserve for replacements required under the terms of the Regulatory Agreement or any other Loan Document; and

(D) to the extent that all or any portion of the compensation payable to the Management Agent under the Management Agreement is determined to be non-deductible, an amount equal to the non-deductible portion of such payment.

Net Cash Flow shall be determined separately for each fiscal year and shall not be cumulative.

8.2 Distributions of Net Cash Flow.

Subject to the provisions of the Regulatory Agreement, Net Cash Flow, to the extent available, shall be distributed to and among the Partners, within 75 days after the close of each fiscal year, as follows:

(a) First, to the Residual Fund Escrow Account in the amount of any unrepaid Operating Deficit Contributions; and

(b) The balance, if any, to the Partners, pro rata according to their respective Partnership Percentages.

8.3 Distributions of Sale Proceeds and Refinancing Proceeds. Any Sale Proceeds other than net proceeds upon liquidation of the Partnership and any Refinancing Proceeds shall be distributed to and among the Partners in the following amounts and order of priority:

(a) First, to the Residual Fund Escrow Account in the amount of any unrepaid Operating Deficit Contributions;

(b) Second, to each Partner in an amount equal to its Net Invested Capital, pro rata based on each Partner's Net Invested Capital; and

(c) The balance, if any, 1% to the General Partner and 99% to the Limited Partners, pro rata according to their respective Partnership Percentages.

ARTICLE 9

Admission of Successor and Additional General Partners; Removal and Withdrawal of General Partner

9.1 Admission of Successor or Additional General Partner.

(a) The General Partner shall not have the right to retire or withdraw voluntarily from the Partnership or to sell, transfer, or assign all or any portion of its Interest, without the prior written consent of the Investor Limited Partners, which consent may be withheld at the sole discretion of such Limited Partners. In the event that such prior written consent has been obtained by the General Partner, the General Partner shall designate one or more persons to be its successor. In no event shall the interests of the other Partners be affected thereby. The designated successor General Partner shall be admitted as such to the Partnership upon approval of the Investor Limited Partners of such successor General Partner and upon satisfying the conditions of this Article 9, Article 4.3 and Article 14.1. Any voluntary withdrawal by any General Partner from the Partnership or any sale, transfer, or assignment by any General Partner of its Interest shall be effective only upon the admission in accordance with this Article 9.1(a) and Article 14.1 of a successor General Partner.

(b) Any successor General Partner shall pay to the Partnership all costs and expenses incurred in connection with such substitution, including, without limitation, legal and other costs incurred in the review and processing of the assignment, in amending this Agreement and the Certificate, and in filing the amended Certificate.

(c) Any successor General Partner shall by its execution of this Agreement and as a condition precedent to receiving any Interest in the Partnership or the Partnership Property agree to be bound by this Agreement to the same extent and on the same terms as each predecessor General Partner.

(d) Upon the admission of any successor General Partner, an amendment to this Agreement reflecting such admission, and stating the agreement set forth in Article 9.1(c) and in all respects in compliance with the requirements of the Act shall be prepared and executed. Additionally, the General Partner shall prepare and file an amended Certificate filed in accordance with the Act.

9.2 Removal of the General Partner.

(a) The Investor Limited Partners shall have the right to remove the General Partner as the General Partner for any of the following reasons: (i) the General Partner has committed an act or acts of gross negligence, willful misconduct, malfeasance or fraud, or an act or acts outside the scope of its duties, has materially breached any representation or warranty or any agreement or covenant contained in this Agreement, or has breached its fiduciary duties as the General Partner, (ii) the Partnership has violated in any material respect any provision of any document or agreement with any Lender or any governmental regulation; (iii) the General Partner or the Partnership has taken any action which would (A) cause the termination of the Partnership for federal income tax purposes, (B) cause the Partnership to be treated for federal income tax purposes as an association taxable as a corporation, (C) violate any federal or state securities laws, (D) cause the Partnership to fail to qualify as a limited partnership under the Act, or (E) cause any of the Investor Limited Partners to be liable for Partnership obligations in excess of its respective Capital Contributions; (iv) during the Compliance Period, the General Partner has operated the Partnership Property or the Project in a manner so as not to qualify as a "qualified low-income housing project" under Section 42(g)(1)(B) of the Code; or (v) any other event of removal or withdrawal under the Act with respect to the General Partner has occurred.

(b) Upon the removal of a General Partner for any reason pursuant to Article 9.2(a), the remaining or successor General Partner shall cause the Partnership to redeem the removed General Partner's Interest for an amount equal to 50% of the purchase price paid to the Partnership by the successor General Partner for such interest, but in no event to exceed 50% of the Fair Market Value thereof, as determined in accordance with Article 9.7, and such removed General Partner shall thereafter cease to have any interest in the capital, profits, losses, distributions, and all other economic incidents of ownership of the Partnership.

(c) The removed General Partner shall not be liable for any obligations of the Partnership incurred after the effective date of its removal unless such obligations result directly from omissions, acts, or actions taken while it was the General Partner, and except for any obligation or liability to the Limited Partners that may arise at any time under Article 5.9. In the event that all of the General Partners have been removed, the Investor Limited Partners shall have the right, without the consent of the Special Limited Partners, to designate a successor General Partner and the Investor Limited Partners may, within the time allowed by the Act, elect to continue the business of the Partnership.

(d) The removed General Partner shall be liable for all costs and expenses incurred in the admission of a successor General Partner and for all other costs, expenses, or damages incurred by the Partnership as a result of the removal.

(e) The receipt by the Partnership, the General Partner, or any of the Limited Partners of a notice of an event of default under the Loan Documents (continuing beyond applicable notice and cure periods) shall trigger the automatic removal of the General Partner, unless waived by the vote of the Investor Limited Partners prior to the redemption of the General Partner's Interest as provided in Article 9.2(b).

9.3 Event of Bankruptcy of the General Partner.

(a) Upon an Event of Bankruptcy with respect to the General Partner, the General Partner shall cease to be the General Partner of the Partnership. Upon such an Event of Bankruptcy, the successor General Partner shall cause the Partnership to redeem the General Partner's Interest for its Fair Market Value, as determined in accordance with Article 9.7.

(b) If, at the time of an Event of Bankruptcy with respect to the General Partner, the General Partner was the sole General Partner, the Investor Limited Partners shall have the right to designate the successor General Partner and the Investor Limited Partners may, within the time allowed by the Act, elect to continue the business of the Partnership.

9.4 Liability of a Removed or Withdrawn General Partner. Any General Partner who for any reason voluntarily or involuntarily withdraws or is removed from the Partnership or sells, transfers, or assigns its Interest shall be and remain liable for all obligations and liabilities incurred by it as the General Partner prior to the time when the withdrawal, removal, sale, transfer, or assignment becomes effective, and for any obligation or liability to any of the Limited Partners that may arise at any time under Article 5.9.

9.5 Restrictions on Transfer of General Partner's Interest. Notwithstanding anything to the contrary in Article 9, the assignment or transfer of the General Partner's Interest shall at all times be subject to the same restrictions applicable to an assignment or transfer of the Interest of a Limited Partner as set forth in Article 10 hereof. No assignee or transferee of all or any part of the Interest of the General Partner shall have any right to become the General Partner except as provided in Article 9.

9.6 Continuation of the Business of the Partnership. If, at the time of an event described in Article 9.2 or Article 9.3

or any other event of withdrawal of a general partner under the Act, the General Partner was not the sole General Partner, the remaining General Partner or General Partners shall continue the business of the Partnership and shall immediately: (i) give Notice to the Limited Partners of such event; and (ii) make any amendments to this Agreement and execute and file for record any amendments or other documents or instruments necessary to reflect the termination of the Interest of the General Partner as to which such event has occurred and the General Partner's having ceased to be the General Partner and in order to comply with the requirements of the Act.

9.7 Valuation and Sale of Interest of Former General Partner. Upon the occurrence of any withdrawal or removal of the General Partner described in Article 9.2 or Article 9.3, the remaining or successor General Partner shall, not later than 120 days after such removal or withdrawal, provide Notice to the removed or withdrawn General Partner of its choice of an appraiser to appraise the Partnership Property who shall determine and provide a report on the fair market value of the Partnership Property (the "Appraised Value"). Not later than thirty days after receipt of the appraiser's report, the remaining or successor General Partner shall furnish to the withdrawn General Partner, by Notice, a calculation, reviewed by the Accountants, of the amount (the "Fair Market Value") that the withdrawn General Partner would receive upon a distribution pursuant to Article 12, upon the liquidation of the Partnership after sale of the Partnership Property by the Partnership for an amount equal to the Appraised Value and allocation of the resulting gain or loss pursuant to Article 7. The closing of the redemption by the Partnership of the removed or withdrawn General Partner's Interest shall take place at the office of the remaining or successor General Partner not later than fifteen days after such Notice, or at such other time and place as the parties may agree. Payment of the purchase price at closing shall be made by wire transfer or other form of available funds.

ARTICLE 10

Assignability of Interests of Limited Partners

Substitution and Assignment of the Limited Partners' Interests.

(a) Except in accordance with the terms of the Purchase Agreements, a Limited Partner may not sell, transfer, assign, pledge, or otherwise dispose of all or any part of its Interest unless the General Partner and the Investor Limited Partners shall have previously consented to such assignment in

writing, the granting or denying of such consent being in the absolute discretion of the General Partner and the other Investor Limited Partners. The Partnership shall not be required to recognize any such assignment until the instrument conveying such Interest has been delivered to the General Partner for recordation on the books of the Partnership. Unless an assignee becomes a Substitute Limited Partner in accordance with the provisions of Article 10.1(b), it shall not be entitled to any of the rights granted to a Limited Partner hereunder, other than the right to receive all or part of the share of the Net Profits, Net Losses, cash distributions, or returns of capital, or credits to which his assignor would otherwise be entitled.

(b) An assignee of the Interest of a Limited Partner, or any portion thereof, shall become a Substitute Limited Partner entitled to all the rights of Limited Partners if, and only if:

(i) the assignor grants to the assignee such right;

(ii) the General Partner consents to such substitution, the granting or denying of which consent being in the General Partner's absolute discretion;

(iii) the assignor or assignee pays to the Partnership all costs and expenses incurred by the Partnership in connection with such substitution, including, without limitation, costs incurred in the review and processing of the assignment, in obtaining the aforesaid opinions, and in amending, if necessary, the Partnership's then current Agreement; and

(iv) the assignee executes and delivers such instruments, in form and substance satisfactory to the General Partner, as the General Partner may deem necessary or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by all of the terms and provisions of this Agreement.

(c) Upon the admission of any Substitute Limited Partner, an amendment to this Agreement, reflecting such admission, shall be executed by the Partners. The General Partner shall file such amended Certificate as the Act requires.

(d) The Partnership and the General Partner shall be deemed to treat each Person set forth on Exhibit A as the absolute owner of its Interest in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such Interest has been received and accepted by the General Partner and recorded on the books of the Partnership. The

General Partner may refuse to accept an assignment until the end of the next successive quarterly accounting period.

ARTICLE 11

Management Agent

General Partner to Engage Management Agent. The General Partner shall have responsibility for engaging a management agent acceptable to the Mortgagee, and any other governmental authority having jurisdiction over the Project who shall manage and operate the Partnership Property in accordance with the requirements of the Mortgagee, or any other governmental authority having jurisdiction with respect thereto and in accordance with Treasury Regulations governing the Credit. If the General Partner shall at any time select a management agent other than the Management Agent, such successor to the Management Agent may (subject to any required consent or approval of the Mortgagee) be an Affiliate of the General Partner, but shall not be the General Partner. Any successor management agent shall be entitled to receive such management fees as may be agreed upon between the General Partner and such agent and which shall be acceptable to the Mortgagee.

ARTICLE 12

Dissolution of Partnership

12.1 Dissolution. The Partnership shall be dissolved, and the business of the Partnership shall be terminated in accordance with the Act, upon the occurrence of any of the following events:

(a) The dissolution, liquidation, withdrawal, retirement, removal, and/or Event of Bankruptcy of the General Partner, who is, at such time, the sole General Partner of the Partnership; provided, however, that the Partnership shall not be dissolved in the event of the dissolution, liquidation, withdrawal, retirement, removal, or Event of Bankruptcy of a sole remaining General Partner if the Limited Partners shall, within the time allowed under the Act, elect to continue the Partnership and the Partnership business, and shall designate a successor general partner or general partners, which upon its admission to the Partnership shall automatically succeed to the Interest of the withdrawn General Partner, who thereafter shall have no Interest in the Partnership;

(b) Subject to Article 4.3, an election to dissolve the Partnership made in writing by all of the Partners that the Partnership be dissolved in accordance with the Act;

(c) The sale or other disposition of all or substantially all of the Partnership Property;

(d) The expiration of the Term; or

(e) The occurrence of any other event causing the dissolution of a limited partnership under the Act or the other laws of the State in which the Partnership is formed.

12.2 Distribution of Partnership Assets. Upon the dissolution of the Partnership, the Partnership business shall be wound up and its assets liquidated (subject to Article 4.3), and the net proceeds of such liquidation shall be distributed in the following order of priority (but in all events in accordance with the Act):

(a) to the payment of the debts and liabilities of the Partnership (excluding any amounts which may be owed to any Partner) and the expenses of liquidation;

(b) to establishing any reserves that the General Partner or liquidator, in accordance with sound business judgment, deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership, which reserves may be paid over to an escrow agent to be held by such agent for the purpose of (i) distributing such reserves in payment of the aforementioned contingencies, and (ii) upon the expiration of such period as the General Partner or such liquidator may deem advisable, distributing the balance thereof in the manner provided in this Article 12.2;

(c) to the payment of all other amounts owed to any Partner other than for capital, profits, and Operating Deficit Contributions; and

(d) to the Partners pro rata in accordance with their respective positive Capital Account balances.

12.3 Termination of the Partnership. The Partnership shall terminate when all Partnership Property shall have been disposed of (except for any liquid assets not so disposed of), and the net proceeds therefrom, as well as any other liquid assets of the Partnership, have been distributed to the Partners as provided in this Article 12 and in accordance with the Act. The General Partner shall file such certificates of termination as the Act requires.

ARTICLE 13

Bank Accounts; Books of Account; Reports; Tax Matters Partner

13.1 Bank Accounts. The funds of the Partnership shall be deposited in such separate Partnership bank account or accounts, and in such bank or banks whose deposits are insured by an agency of the Federal Government, in the name of the Partnership as shall be determined by, and in the sole discretion of, the General Partner and the General Partner shall arrange for the appropriate conduct of such account or accounts.

13.2 Books of Account. There shall be kept at the principal office of the Partnership true, correct, and complete books of account, maintained in accordance with the method of accounting used for federal income tax purposes, consistently applied, in which shall be entered fully and accurately each and every transaction of the Partnership. The Partnership shall use the accrual method of accounting. Each Partner shall have access thereto to inspect and copy such books of account at all reasonable times. Any Partner shall further have the right to a private audit of the books and records of the Partnership, provided such audit is made at the expense of the Partner desiring the same and is made at reasonable times during normal business hours after due Notice.

13.3 Reports.

(a) The General Partner shall cause to be prepared and delivered to each of the Limited Partners (and in the case of the items listed in Article 13.3(a)(i), (ii), (iv) and (v) with two copies to Fannie Mae at its Notice address, one copy to the attention of Office of Controller, the other copy to the attention of Vice-President, Office of Low and Moderate Income Housing) and, when required, shall cause the Partnership to file with relevant governmental agencies, the following:

(i) As soon as available and in any event not later than 60 days after the end of each year, the Notice Certifications and all information necessary for the preparation of the Limited Partners' Federal income tax returns for each year in respect of income, gains, losses, deductions, or credits and the allocation thereof to each Partner, including a Form K-1 (or other comparable form subsequently required by the Service) and a copy of the Federal "Partnership Return" and any state or local Partnership tax return required to be filed by the Partnership.

(ii) As soon as available and in any event not later than 90 days after the end of each year, the audited

financial statements of the Partnership, as of the end of such year, including balance sheet, statement of changes in Partners' Capital Accounts, statement of sources and uses of funds, and statements summarizing the basis of Credits and depreciation, with the report of the Accountants thereon to the effect that such statements present fairly the financial position of the Partnership at the end of such year and the results of its operations for the year then ended, as prepared using the same method of accounting as for federal income tax purposes.

(iii) As soon as available and in any event not later than 60 days after the end of each year, the Partnership's annual operating budget, as approved by the Lenders, and any revisions thereto.

(iv) As soon as available and in any event not later than 30 days after the end of each of the first three quarters of each year, unaudited financial statements of the Partnership, including a balance sheet as of the end of such quarter, statements of changes in Partners' capital accounts during such quarter, statements of profit and loss for such quarter, statements summarizing the tax basis of Credits and depreciation for such quarter, and statements of sources and uses of cash flow for such quarter and for the fiscal year through the end of such quarter, certified by the General Partner as presenting fairly the financial condition of the Partnership at the date of such statements. Each such statement shall be prepared using the same method of accounting as for federal income tax purposes.

(v) As soon as available and in any event not later than 180 days after the end of the General Partner's fiscal year, the audited financial statements of the General Partner as of the end of each such year, including the balance sheets, audited statements of income and retained earnings, and statement of changes in financial positions for such year, with the report of certified public accountants thereon to the effect that such statements present fairly the financial position at the end of such year and the results of its operations and changes in its financial position for the year then ended.

(vi) Any and all reports, filings or written information provided to any Federal, state, or local government having jurisdiction over the Project, the Partnership, or the Partnership, or provided to any third party, without limitation, the Lenders.

(vii) Such other information regarding the state of business, financial condition and affairs of the Partnership, or of the Limited Partners, from time to time, may reasonably

(b) The General Partner shall promptly respond to all reasonable requests for information made by any of the Limited Partners.

(c) The General Partner shall deliver to the Limited Partners from time to time, and within ten days after request therefor, all such further statements and information as any of the Limited Partners may request in order to enable the Limited Partners to determine or verify the amounts of all payments which the General Partner shall be required to make to the Partners and the amounts of credits, and all such statements and information needed by any of the Limited Partners in connection with reports and forms required to be filed by the Limited Partners pursuant to federal or state securities law.

(d) The General Partner agrees that timely delivery to the Limited Partners of the items described in Articles 13.3(a)(i) and (ii) is extremely important to the Limited Partners because the Limited Partners require such items to comply with external and internal reporting requirements. The General Partner further agrees that, if such items are not timely delivered, measuring the damages to the Limited Partners would be impracticable or extremely difficult. Therefore, the General Partner and the Limited Partners have agreed upon a measure of damages. Unless each of the Limited Partners receives all items required by Article 13.3(a)(i) within the time required by such Article, the General Partner shall pay \$100 to each of the Limited Partners for each day passing thereafter until each of the Limited Partners receives all such required items. Additionally, unless each of the Limited Partners receives all items required by Article 13.3(a)(ii) within the time required by such Article, the General Partner shall pay \$100 to each of the Limited Partners for each day passing thereafter until each of the Limited Partners receives all such required items. The payments required by the foregoing two sentences shall be due and payable immediately.

13.4 Tax Matters Partner.

(a) The Tax Matters Partner shall have and perform all of the duties required under the Code, including the following duties:

(i) Furnish the name, address, profits interest, and taxpayer identification number of each Partner to the Service; and

(ii) Within five calendar days after the receipt of any correspondence or communication relating to the Partnership or a Partner from the Service, the Tax Matters Partner shall forward to each Partner a photocopy of all such correspondence or

communication(s). The Tax Matters Partner shall, within five calendar days thereafter, advise each Partner in writing of the substance and form of any conversation or communication held with any representative of the Service.

(b) The Tax Matters Partner shall not without the affirmative written vote of the Investor Limited Partners:

(i) Extend the statute of limitations for assessing or computing any tax liability against the Partnership (or the amount or character of any Partnership tax items);

(ii) Settle any audit with the Service concerning the adjustment or readjustment of any partnership item(s) (within the meaning of Section 6231(a)(3) of the Code);

(iii) File a request for an administrative adjustment with the Service at any time or file a petition for judicial review with respect to any such request;

(iv) Initiate or settle any judicial review or action concerning the amount or character of any partnership tax item(s) (within the meaning of Section 6231(a)(3) of the Code);

(v) Intervene in any action brought by any other Partner for judicial review of a final adjustment; or

(vi) Take any other action not expressly permitted by this Article 13.4 on behalf of the Partners or the Partnership in connection with any administrative or judicial tax proceeding.

(c) In the event of any Partnership-level proceeding instituted by the Service pursuant to Sections 6221 through 6233 of the Code, the Tax Matters Partner shall consult with the Limited Partner regarding the nature and content of all action and defense to be taken by the Partnership in response to such proceeding. The Tax Matters Partner also shall consult with the Limited Partners regarding the nature and content of any proceeding pursuant to Sections 6221 through 6233 of the Code instituted by or on behalf of the Partnership (including the decision to institute proceedings, whether administrative or judicial, and whether in response to a previous Service proceeding against the Partnership or otherwise).

ARTICLE 14

Miscellaneous Provisions

14.1 Amendments to Agreement.

(a) Each Partner, including any additional Limited Partner, Substitute Limited Partner, additional General Partner, and successor General Partner shall become a signatory hereby by signing counterpart signature pages to this Agreement or an amendment to this Agreement or by granting a power of attorney to the General Partner therefor, and by signing any other instrument or instruments deemed necessary by the General Partner. By so signing, each Partner, including any additional Limited Partner and Substitute Limited Partner, additional General Partner, or successor General Partner, as the case may be, shall be deemed to have adopted, and to have agreed to be bound by, all the provisions of this Agreement.

(b) No amendments shall be adopted pursuant to this Article 14.1, except in compliance with Article 4.3, and unless its adoption does not, in the opinion of counsel for the Partnership, affect the limited liability of the Limited Partner under the Act or the status of the Partnership as a partnership for Federal income tax purposes, or cause loss or recapture of the Credit.

(c) In making any amendments, there shall be prepared and timely filed for recordation by the General Partner all documents and certificates required to be prepared and filed under the Act and under the laws of any other jurisdiction in which the Partnership is then formed or qualified.

(d) The proposal of an amendment shall be made:

(i) by the General Partner, which shall give Notice to the Limited Partners which shall include (A) the text of the amendment, (B) a statement of the purpose of the amendment, and, if required by any of the Investor Limited Partners, (C) an opinion of counsel to the Partnership obtained by the General Partner (which counsel shall have been approved by the Limited Partner in advance) to the effect that such amendment is permitted by the Act and conforms with the requirements of the Act, such amendment will not affect the limited liability of the Limited Partners, such amendment will not adversely affect the classification of the Partnership as a partnership for federal income tax purposes, and such amendment will not result in any loss or recapture of the Credit or have any other adverse economic impact on any of the Limited Partners or their respective interests, or

(ii) by any of the Limited Partners, which shall give Notice to the General Partner which shall include (A) the text of such amendment, (B) a statement of the purpose of the amendment, and, if required by the General Partner, (C) an opinion of counsel to the Partnership to the effect that such amendment is permitted by the Act and conforms with the requirements of the Act, and such amendment will not adversely affect the classification of the Partnership as a partnership for federal income tax purposes.

(e) Within thirty days after Notice is given pursuant to Article 14.1(d), each Partner shall consent to or reject, in writing, the proposed amendment. Failure to provide written consent to a proposed amendment within such thirty-day period shall constitute rejection of such proposed amendment. Amendments to this Agreement shall become effective only upon the written consent of the General Partner and the Investor Limited Partners, which consent may be withheld in the sole discretion of any Partner and upon compliance with this Article 14.

(f) The cost of the opinions described in this Article 14.1 shall be borne by the Partnership.

(g) The General Partner shall file (and publish if the Act so requires) the amendment in accordance with the Act. The General Partner shall distribute to each Partner a copy of such amendment marked by the appropriate governmental agency to show its due filing and effectiveness under the Act.

14.2 Notice.

(a) The Notice address of the Partners shall be as follows:

(i) if to the Partnership, at its principal place of business as provided in Article 2 hereof, telecopy no. (617)542-0926;

(ii) if to CCBA, 90 Tyler Street, Boston Massachusetts 02111, Attention: President, telecopy no. (617) 542-0926;

(iii) if to CII, 129 South Street, Boston, Massachusetts 02111, Attention: Executive Director, telecopy no. (617).350-6629;

(iv) if to State Street Bank & Trust Company, 225 Franklin Street, Boston, Massachusetts 02111, Attention: James Patterson, telecopy no. (617) 654-4521; and

(v) if to BayBank Boston, N.A., 175 Federal Street, 10th Floor, Boston, Massachusetts 02110, Attention: Corporate Finance Department, telecopy no. (617) 482-3496;

(vi) if to Boston Safe Deposit and Trust Company, One Boston Place, 11th Floor, Boston, Massachusetts 02107, Attention: Corporate Communications, telecopy no. (617) 722-7569; and

(vii) if to Fannie Mae, at Office of Multifamily Activities, 3900 Wisconsin Avenue, Washington, D.C., 20016, Attention: Martin D. Levine, with a copy to: Office of General Counsel, telecopy no. 202-752-4948.

(b) Any Partner may change its Notice address by providing Notice hereof to all other Partners.

14.3 Meetings. Meetings of the Partnership may be called by the General Partner or by any of the Limited Partners for any matters upon which the Partners may vote, as set forth in this Agreement. The calling of a meeting shall be made:

(a) by the General Partner, which shall give Notice to the Limited Partners which Notice shall include (i) a statement of the purposes of the meeting, and (ii) the date of the meeting which shall be a date no fewer than fifteen days and no more than thirty days after the date of the Notice;

(b) by any of the Limited Partners, which shall give Notice to the General Partner which Notice shall include a statement of the purposes of the meeting. No more than fifteen days after receipt of such Notice, the General Partner shall provide Notice to the Limited Partners in accordance with Article 14.3(a).

14.4 Action for Breach. The representations, warranties, covenants, agreements, and duties of the General Partner contained in this Agreement are being made in order to induce, and in consideration of, the Limited Partners' acquisition of their respective Interests. Upon the breach of any representation, warranty, covenant, agreement, or duty, any of the Limited Partners may pursue any available legal or equitable remedy against the General Partner without being required to dissolve the Partnership and notwithstanding the availability of any other remedy.

14.5 Consent and Voting. No vote or consent given by the Limited Partners shall ever be construed to make the Limited Partners liable as general partners or cause Limited Partners to be liable for Partnership obligations in excess of their Capital Contributions as made in accordance with the terms of this Agreement.

14.6 Waiver of Partition. Each Partner hereby waives any right to partition or cause a partition of the Partnership Property.

14.7 Survival of Representations. All representations, warranties, and indemnifications contained herein shall survive the dissolution and final liquidation of the Partnership.

14.8 Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement.

14.9 Applicable Law. It is the intention of the parties hereto that all questions with respect to the construction, enforcement, and interpretation of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State in which the Partnership is formed, without regard to principles of conflicts of laws.

14.10 Separability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any Person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Agreement or the application thereof shall be invalid or unenforceable, the Partners agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

14.11 Binding Effect. When entered into by the parties hereto, this Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective spouses, heirs, executors and administrators, personal and legal representatives, successors and assigns.

14.12 Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties, hereto, notwithstanding that all the parties shall not have signed the same counterpart.

14.13 Section Titles. Section titles and any table of contents are for descriptive purposes only and shall not control or affect the meaning of this Agreement as set forth in the text.

14.14 Successor Statutes and Agencies. Any reference contained in this Agreement to specific statutory or regulatory provisions or to specific governmental agencies or entities shall include any successor statute or regulation, or agency or entity, as the case may be.

14.15 No Implied Waiver. No failure on the part of any Partner to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

IN WITNESS WHEREOF, the undersigned Partners have hereunto affixed their signatures and seals of the date first above written.

GENERAL PARTNER:

CCBA Realty Corporation

By: Bing Wong

Bing Wong

Title: President

LIMITED PARTNERS:

Chinese Consolidated Benevolent
Association of New England

By: Bing Wong

Title: President

Community Investments, Inc.

By: Barbara A. Cleary

Title: President

Federal National Mortgage
Association

By: _____

Title: _____

State Street Bank & Trust Company

By: [Signature]

Title: VICE PRESIDENT

Boston Safe Deposit & Trust Company

By: [Signature]

Title: Vice President

BayBank Boston, N.A.

By: [Signature]

Title: Senior Vice President

WITHDRAWING LIMITED PARTNER:

Perry/Jaymont Venture

By: Jaymont (U.S.A.) Incorporated,
Joint Venturer

By: _____
Richard E. Eichorn

Title: Vice President

By: A.W. Perry, Inc.,
Joint Venturer

By: _____

Title: _____

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Federal National Mortgage
Association

By: MADL

Title: SENIOR VICE PRESIDENT

State Street Bank & Trust Company

By: _____

Title: _____

Boston Safe Deposit & Trust Company

By: _____

Title: _____

BayBank Boston, N.A.

By: _____

Title: _____

WITHDRAWING LIMITED PARTNER:

Perry/Jaymont Venture

By: Jaymont (U.S.A.)* Incorporated,
Joint Venturer

By: _____

Richard E. Eichorn

Title: Vice President

By: A.W. Perry, Inc.,
Joint Venturer

By: _____

Title: _____

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EXHIBIT A

TO

AGREEMENT OF LIMITED PARTNERSHIP OF
LIMITED PARTNERSHIP

<u>General Partner</u>	<u>Amount of Capital Contribution</u>	<u>Partnership Percentage</u>	
CCBA Realty Corporation 90 Tyler Street Boston, MA 02111	\$ 100	1.0%	
<u>Special Limited Partner I</u>			
Chinese Consolidated Benevolent Association of New England 90 Tyler Street Boston, MA 02111	\$1,391,659	0.1%	
<u>Special Limited Partner II</u>			
Community Investments, Inc. 129 South Street Boston, MA 02111	\$ 10	0.1%	
<u>Investor Limited Partners</u>	<u>Date of Capital Contribution</u>	<u>Amount of Capital Contribution*</u>	<u>Partnership Percentage</u>
Federal National Mortgage Association 3900 Wisconsin Ave., N.W. Washington, DC 20016-2899	Admission	\$240,000	39.40%
	5/1/92**	165,000	
	5/1/93***	30,000	
	5/1/94****	130,000	
	5/1/95*****	105,000	
	5/1/96*****	90,000	
		\$760,000	
Boston Safe Deposit and Trust Company One Boston Place Boston, MA 02108	Admission	\$210,000	19.80%
	5/1/92*****	60,000	
	5/1/93	10,000	
	5/1/94	40,000	
	5/1/95	30,000	
		\$350,000	

BayBank Boston, N.A. 175 Federal Street Boston, MA 02110	Admission	\$210,000	19.80%
	5/1/92*****	60,000	
	5/1/93	10,000	
	5/1/94	40,000	
	5/1/95	30,000	
		\$350,000	

State Street Bank and Trust Company 225 Franklin Street Boston, MA 02110	Admission	\$210,000	19.80%
	5/1/92*****	60,000	
	5/1/93	10,000	
	5/1/94	40,000	
	5/1/95	30,000	
		\$350,000	

* Subject to all of the terms and conditions of this Agreement, including without limitation, the terms and conditions set forth in Article 3.

** or the achievement of break-even operations for a six-month period, whichever occurs later. "Break-even operations" shall mean that project income for the relevant period is equal to or greater than project expenses for the same period. For the purposes of measuring break-even operations, project income in any period shall mean all rental payments, SHARP subsidy payments, laundry receipts, draws on operating reserves to the extent set forth in Exhibit C and other amounts received by the Partnership during such period. For purposes of measuring break-even operations, project expenses shall mean all costs and expenses of any type incidental to the operation of the Project incurred during such period, including, without limitation, debt service, taxes, insurance, fees under the Investor Services Fee Agreement and, to the extent actually paid, the Partnership Management Fee Agreement and required contributions to reserves.

*** or the date which is one year after the date on which the first Additional Capital Contribution is due and payable, whichever occurs later.

**** or the date which is one year after the date on which the second Additional Capital Contribution is due and payable, whichever occurs later.

***** or the date which is one year after the date on which the third Additional Capital Contribution is due and payable, whichever occurs later.

or the date which is one year after the date on which the fourth Additional Capital Contribution is due and payable, whichever occurs later.

or the Cost Certification Date, whichever occurs later.