
RTH RESTORATION HOUSING LIMITED PARTNERSHIP

**AMENDED AND RESTATED AGREEMENT
OF LIMITED PARTNERSHIP**

Dated as of December 11, 2015

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AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP dated as of December 11, 2015, among RTH RESTORATION HOUSING GP, INC., a Massachusetts corporation, as General Partner (the “General Partner”); BANK OF AMERICA, N.A., a national banking association, as Investor Limited Partner (the “Investor Limited Partner”); BANC OF AMERICA CDC SPECIAL HOLDING COMPANY, INC., a North Carolina corporation, as Special Limited Partner (the “Special Limited Partner”); and ROXBURY TENANTS OF HARVARD ASSOCIATION, INC., a Massachusetts not for profit corporation, as the Withdrawing Limited Partner (the “Withdrawing Limited Partner”).

Preliminary Statement

The Partnership was formed as a limited partnership under the Uniform Act pursuant to Limited Partnership Agreement dated as of March 5, 2015, (the “Original Partnership Agreement”) and a Certificate of Limited Partnership dated as of March 3, 2015 (the “Certificate”) filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (the “Filing Office”) on March 5, 2015.

The purposes of this amendment to, and restatement of, the Original Partnership Agreement are to (i) admit the Investor Limited Partner and the Special Limited Partner as Partners; (ii) provide for the withdrawal of the Withdrawing Limited Partner as Limited Partner; and (iii) to set out more fully the rights, obligations and duties of the Partners.

Now, therefore, it is agreed and certified, and the Original Partnership Agreement is hereby amended and restated in its entirety, as follows:

ARTICLE I

DEFINED TERMS

The defined terms used in this Agreement shall have the meanings specified below:

“121A Documents” means those certain agreements, as assigned to or with the Partnership, including without limitation the Amended and Restated Contract Between Restoration Housing Corporation and the City of Boston Pursuant to Section 6A of Chapter 121A of the Massachusetts General Laws and the 121A Regulatory Agreement, providing a formula for the payment of real estate taxes beginning in 2015 and continuing until September 25, 2020.

“121A Regulatory Agreement” means that certain regulatory agreement under Section 18C of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, by and between Boston Redevelopment Authority, a body politic and corporate and a public instrumentality organized under the laws of the Commonwealth of Massachusetts, and the Partnership dated as of December 11, 2015.

“Accountants” means CohnReznick LLP or any other firm of certified public accountants as may be engaged by the General Partners with the Consent of the Investor Limited Partner.

“Act” means the National Housing Act, as amended from time to time.

“Actual Federal Historic Tax Credit Amount” has the meaning set forth in Section 5.2E.

“Adjusted Aggregate Federal Low Income Tax Credit Amount” means the product of (i) 99.99% and (ii) the aggregate amount of Federal Low Income Tax Credits that is determined by the Accountants, at Cost Certification, to be available to the Property (and is reflected in the final IRS Form(s) 8609 for the Property) for the entire Credit Period, as such amount may be increased or decreased as a result of a subsequent determination by the Accountants, a Final Determination or a Recapture Event.

“Admission Date” means the date on which this Agreement is delivered by all the parties hereto and the Investor Limited Partner is admitted to the Partnership pursuant to Section 13.8.

“Adverse Consequences” means (i) all damages, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs and reasonable attorneys’ fees and expenses actually incurred and paid, or reasonably expected to be paid, by the party suffering the Adverse Consequences in connection with any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, and rulings and (ii) the costs of any fees or other compensation to third parties reasonably required in connection with replacement of a General Partner.

“Affiliate” means, when used with reference to a specified Person: (i) any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with the specified Person; (ii) any Person that is an officer of, partner in, or trustee of, or serves in a similar capacity with respect to the specified Person or of which the specified Person is an officer, partner, or trustee, or with respect to which the specified Person serves in a similar capacity; (iii) any Person that, directly or indirectly, is the beneficial owner of, or controls, 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest (10% or more) in, the specified Person, or of which the specified Person is directly or indirectly the owner of 10% or more of any class of equity securities, or in which the specified Person has a substantial beneficial interest (10% or more); and (iv) any relative or spouse of the specified Person. Affiliate of the Partnership or a General Partner does not include a Person who is a partner in a partnership or joint venture with the Partnership if that Person is not otherwise an Affiliate of the Partnership or General Partner.

“After-Tax Basis” means with respect to any payment to be received by a Person (or, in the case of a passthrough entity, the partners or members of such Person), the amount of such payment supplemented by a further payment or payments so that, after deducting from such payments the amount of all Taxes (net of any current credits, deductions or other tax benefits arising from the payment by such Person (or its partners or members) of any amount, including Taxes, for which the payment to be received is made) imposed currently on such Person by any

Governmental Agency or other taxing authority with respect to such payments, the balance of such payments shall be equal to the original payment received; *provided, however*, for the purposes of this definition, and for purposes of any payment to be made to a Person (or its partners or members) on an After-Tax Basis, it shall be assumed that federal, state and local taxes are payable at the highest combined marginal federal and state statutory income tax rate (taking into account the deductibility of state income taxes for federal income tax purposes) applicable to corporations from time to time.

“Agreement” means this Amended and Restated Agreement of Limited Partnership, as amended from time to time.

“Appraised Value” means, as of the Determination Date, the estimated fair market value of an asset determined by an Independent Appraiser in accordance with the procedures set forth in Section 7.7F. In determining the Appraised Value of the real estate comprising the Project, such Independent Appraiser shall take into account the rent and occupancy restrictions affecting the Project which are set forth in the Code or in the Project Documents, as well as any increase in real estate taxes which is triggered by the removal of a General Partner.

“Architect” means Davis Square Architects, Inc.

“Asset Management Fee” means an annual fee payable to the Special Limited Partner equal to \$5,000 per year, earned on an annual basis, beginning on the first day of the first month following Permanent Mortgage Commencement (with a pro-rata share of such fee earned for any partial calendar year) and increasing annually at a rate of 3%. The Asset Management Fee is payable solely from available Cash Flow and Capital Transaction Proceeds as provided in Section 10.1A and 10.1B and shall accrue, without interest, until there is sufficient cash available to pay accrued Asset Management Fee as set forth in Section 10.1A and 10.1B.

“Assignment” shall mean any assignment, transfer or sale, and the words *“assign,” “assignee”* and *“assignor”* shall have correlative meanings, except in each case where the sense of this Agreement requires a different construction.

“BANA” means Bank of America, N.A., a national banking association.

“Bond Issuer” means Massachusetts Development Finance Agency, as issuer of the Bonds.

“Bond Lender” means Massachusetts Development Finance Agency.

“Bond Loan” means the construction loan from Massachusetts Development Finance Agency to the Partnership in the amount of \$16,800,000, which is made from the proceeds of the Bonds. The Bond Loan shall bear interest at the rate of 1.05% and have a term of 24 months. The Bond Loan is expected to be repaid with a combination of the proceeds of the Permanent Loan and a portion of the Capital Contribution of the Investor Limited Partner.

“Bond Loan Agreement” means the Loan and Trust Agreement dated as of December 1, 2015 by and among the Bond Lender, the Partnership and the Trustee.

“Bond Loan Documents” means the Bond Loan Agreement, the Bond Loan Mortgage, the Bond Loan Regulatory Agreement, the Bond LOC, the Bond LOC Reimbursement Agreement, the Collateral Assignment of Capital Contributions and any other documents entered into by the General Partner on behalf of the Partnership, evidencing the Bond Loan.

“Bond Loan Mortgage” means the mortgage granted by the Partnership to the Bond Lender, to secure the Partnership’s obligations under the Bond LOC Reimbursement Agreement.

“Bond Loan Regulatory Agreement” means the Affordable Housing and Tax Regulatory Agreement dated as of December 11, 2015 by and among the Bond Lender, the Partnership and the Trustee, providing for the treatment of the Project as 3 qualified residential rental projects for bond purposes and describing the long term restrictions to which the Project shall be subject.

“Bond LOC” means the Irrevocable Letter of Credit in the amount of \$16,898,000 issued by the Bond LOC Provider for the benefit of the Bond Lender to secure the obligations of the Partnership under the Bond Loan Documents. The Bond LOC has a term of 24 months.

“Bond LOC Provider” means Bank of America, N.A., and its successors.

“Bond LOC Reimbursement Agreement” means the Letter of Credit, Reimbursement and Security Agreement by and among the Bond LOC Provider and the Borrowers.

“Bonds” means the \$16,800,000 Massachusetts Development Finance Agency Multifamily Housing Revenue Bonds RTH Restoration Housing Limited Partnership Issue, Series 2015.

“Breakeven” means the first day following a specified period of consecutive calendar months commencing on or after Final Closing during each of which, as determined by the Accountants, the Project has produced income (other than rental subsidies) actually received by the Partnership on a cash basis from normal operations plus rental subsidies on an accrual basis at least equal to all cash requirements of the Project on an accrual basis (not including distributions or payments to Partners out of Cash Flow but including all debt service at the greater of actual levels or the levels in effect following Permanent Mortgage Commencement, whether or not Permanent Mortgage Commencement shall have occurred, real estate taxes assuming full assessment and reserve requirements imposed upon the Project by the Project Documents or this Agreement) and, on an annualized basis, all projected expenditures, including those of a seasonal nature, which might reasonably be expected to be incurred on an unequal basis during a full annual period of operation. If free rent or other rental concessions shall have been granted to tenants, the calculation of income pursuant to the preceding sentence shall be adjusted so that the effect of such concessions is amortized equally over the term of all leases (excluding renewal periods) to which it applies. The determination of the Accountants that Breakeven has occurred, in the form attached hereto as **Exhibit F**, shall be subject to confirmation by the Investor Limited Partner pursuant to a physical inspection of the Property to determine, among other things, that there is no deferred maintenance of the Project; provided, however, that in the event that the Investor Limited Partner does not make such physical inspection of the Property within fifteen (15) business days after having received the

Accountants' determination letter, then the Investor Limited Partner will be deemed to have waived the physical inspection requirement and Breakeven shall be deemed to have occurred.

"Builder" means Northeast Interiors, Inc., of Randolph, Massachusetts and its successors.

"Building" or "Buildings" means each of the seventeen (17) existing buildings located on Francis Street, Fenwood Road or St. Albans Street in the Mission Hill neighborhood of Boston, MA containing 81 units in the aggregate, which the Partnership plans to acquire and rehabilitate.

"Capital Account" means, with respect to any Partner, the Capital Account maintained by the Partnership with respect to such Partner, consisting of (i) the amount of cash such Partner has contributed to the Partnership plus (ii) the fair market value of any property such Partner has contributed to the Partnership net of liabilities assumed by the Partnership or to which such property is subject plus (iii) the amount of profits and tax-exempt income allocated to such Partner less (iv) the amount of losses allocated to such Partner less (v) the amount of all cash distributed to such Partner less (vi) the fair market value of any property distributed to such Partner net of liabilities assumed by such Partner or to which such property is subject less (vii) such Partner's share of any other expenditures which are not deductible by the Partnership for federal income tax purposes or which are not allowable as additions to the basis of Partnership property, and subject to such other adjustments as may be required under the Code.

"Capital Contribution" means the total amount of cash contributed or agreed to be contributed to the Partnership by each Partner as shown in the Schedule. Any reference in this Agreement to the Capital Contribution of a then Partner shall include a Capital Contribution previously made by any prior Partner in respect to the Partnership interest of such then Partner. The term "Capital Contribution" shall include any Special Capital Contribution.

"Capital Transaction" means any transaction the proceeds of which are not includable in determining Cash Flow, including without limitation the sale, refinancing or other disposition of all or substantially all of the assets of the Partnership, but excluding loans to the Partnership (other than a refinancing of any Mortgage Loan) and contributions of capital to the Partnership by the Partners.

"Cash Available for Debt Service Requirements" means, for any specified period of consecutive months beginning not earlier than the Completion Date, the excess of (i) all Cash Receipts during such period over (ii) all cash requirements of the Partnership properly allocable to such period of time on an accrual basis (not including distributions or fees to Partners payable solely out of Cash Flow of the Partnership) and, on an annualized basis, all projected expenditures, including those of a seasonal nature which might reasonably be expected to be incurred on an unequal basis during a full annual period of operation, as determined by the Accountants but specifically excluding Debt Service Requirements. For purposes of this definition, (i) cash requirements of the Partnership shall include to the extent not otherwise covered above, full funding of reserves, normal repairs and necessary capital improvements and (ii) if free rent or other rental concessions shall have been granted to tenants, the calculation of rental revenues under clause (i) of the preceding sentence shall be adjusted so that the effect of

such concessions is amortized equally over the term of all leases (excluding renewal periods) to which they apply.

“Cash Flow” means the excess of Cash Receipts over Operating Expenses. Cash Flow shall be determined separately for each Fiscal Year or portion thereof.

“Cash Receipts” means with respect to a Fiscal Year or other applicable period, all rental revenue including amounts received pursuant to the HAP Contract, laundry income, parking revenue, and other incidental revenues which are received by the Partnership on a cash basis during such period and arise from normal operations of the Project but specifically excluding interest on Partnership reserves, proceeds from insurance (other than business or rental interruption insurance), loans, proceeds of a Capital Transaction or Capital Contributions. In addition, any amount released without restriction from any escrow account in a Fiscal Year shall be considered a cash receipt of the Partnership for such Fiscal Year. Also, delayed receipts of housing assistance payments under the HAP Contract will be applied to rental revenue for the month in which such payments were intended; provided, such payments are received within 30 days of the close of such month.

“Certificate” means the certificate of limited partnership of the Partnership under the Uniform Act, as amended from time to time in accordance with the terms hereof and the Uniform Act.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and the Treasury Regulations promulgated thereunder at the time of reference thereto.

“Collateral Assignment of Capital Contributions” means that certain Collateral Assignment and Pledge of Capital Contributions and Tax Credits of even date herewith made by the Partnership in favor of the Bond LOC Provider.

“Commitments” means and includes, collectively, (i) the Mortgage Loan Commitments, and (ii) any documents and other instruments delivered to or required by the Lenders or any Governmental Agency in connection with any of such commitments, as amended from time to time.

“Completion Date” means the latest of: (i) the date on which the Investor Limited Partner shall have received a certificate evidencing substantial completion from the Architect, a form of which is attached hereto as **Exhibit K**, confirming that occupancy of 100% of the Units in the Project is permitted under local law; provided, however, that if such certificate indicates that the permission to occupy is of a temporary nature, the “Completion Date” shall not be deemed to have occurred unless the Architect confirms in its certificate evidencing substantial completion that work remaining to be done is of a nature which would not impair the permanent occupancy of any of such Units; (ii) the date as of which the Construction Inspector certifies that the work to be performed by the Builder under the Construction Contract is substantially complete, subject only to punch list items not in excess of \$100,000 in the aggregate, and that such work has been performed in a good and workmanlike manner in accordance with applicable requirements of all Governmental Authorities having jurisdiction over the Project and the Construction Documents (as certified in the form attached to the Second Installment Payment

Certificate); (iii) the Builder has delivered a lien waiver with respect to work performed and/or materials supplied through the Completion Date and for which it has been paid to date, and (iv) environmental remediation of the Property, if any, has been completed in accordance with the requirements of any Governmental Authority having jurisdiction over the Project. Any representation by any General Partner under this Agreement that the Completion Date has occurred shall be subject to confirmation by the Investor Limited Partner pursuant to a physical inspection of the Property; *provided, however*, that in the event that the Investor Limited Partner does not make such physical inspection of the Property within ten (10) business days after having received any such General Partner's representation, then the Investor Limited Partner will be deemed to have waived the physical inspection requirement.

"Compliance Period" means the entire period during which the "compliance period" described in Section 42(i)(1) of the Code shall be applicable to any Building.

"Condemnation Awards" means any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation of the Property, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation of the Property.

"Consent of the Investor Limited Partner" means the prior written consent or approval of the Investor Limited Partner, or, if at any time there is more than one Investor Limited Partner, the prior written consent or approval of at least 51% in interest of the Investor Limited Partners.

"Construction Contract" means the construction contract between the Partnership and the Builder providing for the construction of the Improvements, as amended from time to time.

"Construction Documents" means the Construction Contract, including, without limitation, the general conditions, project manual (including general requirements and technical specifications, drawings or sketches), the Plans and Specifications, and any addenda thereto, together with all trade contracts pursuant to which construction of the Improvements will be accomplished.

"Construction Inspector" means the Person performing construction review services for the Bond LOC Provider, or such other Person designated from time to time by the Investor Limited Partner. At any time that the Bond LOC Provider is the Investor Limited Partner or an Affiliate thereof, then (i) the Construction Inspector will be the Person designated by the Bond LOC Provider to perform the acts described in the preceding sentence, and (ii) so long as there is no default by the Partnership under the Bond Loan Documents of which the Partnership has been provided notice, then the Partnership and the General Partner will be deemed to have satisfied the obligations of this Agreement with respect to the Construction Inspector.

"Consumer Price Index" means the Consumer Price Index for All Urban Consumers, Boston-Brockton-Nashua, MA-NH-ME-CT for All Items (base 1982-84 = 100) published by the United States Bureau of Labor Statistics. In the event such index is not in existence when any determination relying on such index under this Agreement is to be made, the most comparable governmental index published in lieu thereof shall be substituted therefor.

“Cost Certification” means the submission to, and acceptance by, the Credit Agency of a certified audit by the Accountants of the Partnership’s development and related costs for purposes of establishing the amount of Federal Low Income Tax and Federal Historic Tax Credits available to the Project. A draft of the audit described in the preceding sentence shall be submitted to the Investor Limited Partner for approval prior to submission to the Credit Agency.

“Credit Agency” means DHCD.

“Credit Approval” means the written determination issued pursuant to Section 42(m)(1)(D) of the Code by the Credit Agency and the written determination issued pursuant to Section 42(m)(2)(D) of the Code by the Bond Issuer, both approving Tax Credits for the Project in an amount of not less than \$886,025 per annum.

“Credit Period” means the entire period during which the “credit period” described in Section 42(f)(1) shall be applicable to any Building.

“Debt Service Coverage Ratio” means, for any specified period of consecutive calendar months beginning not earlier than the Completion Date, a fraction, the numerator of which is the Cash Available for Debt Service Requirements with respect to such period and the denominator of which is the Debt Service Requirements for such period. The achievement by the Partnership of a specified Debt Service Coverage Ratio shall be confirmed by the Accountants and shall be subject to independent confirmation by the Investor Limited Partner pursuant to a physical inspection of the Property for the purpose of confirming that the Property is in good condition and repair (ordinary wear and tear excepted); provided, however, that (i) no objection by the Investor Limited Partner to the determination of the Accountants based on its physical inspection of the Property shall be valid unless the General Partner is notified of such objection, and the specific reasons therefor, within seven (7) business days following the completion of such inspection and (ii) in the event that the Investor Limited Partner does not make such physical inspection of the Property within fifteen (15) business days after having received the Accountants’ determination letter, then the Investor Limited Partner will be deemed to have waived the physical inspection requirement.

“Debt Service Requirements” means, for any specified period of consecutive calendar months beginning not earlier than the Completion Date, all must pay debt service, mortgage insurance premium and/or other cash requirements imposed by the Permanent Loan Documents, Tranche A of the Seller Loan or any other indebtedness properly allocable to such period of time on an annualized accrual basis as determined by the Accountants.

“Deferred Development Fee” has the meaning attributed thereto in the Development Agreement.

“Designated Prime Rate” means the annual rate of interest which is at all times equal to the lesser of (i) the highest prime rate as published in the Wall Street Journal (or any comparable publication selected by the Investor Limited Partner in its reasonable discretion if the Wall Street Journal ceases to publish such index) plus 1%, with calculations of interest to be made on a daily basis and on the basis of a three hundred sixty (360)-day year and (ii) the maximum rate permitted by law in the applicable context.

“Designated Proceeds” means the proceeds of the Mortgage Loans, any net rental or other miscellaneous income of the Partnership as of the Completion Date (to the extent not otherwise covered by this Designated Proceeds definition) which is permitted by any applicable Lender or Governmental Agency to be utilized for Development Costs, the Capital Contributions (excluding any Special Capital Contributions and Capital Contributions of the General Partners in excess of the amounts permitted under Section 4.1), and any insurance proceeds arising out of casualties prior to the Development Obligation Date.

“Determination Date” means the last day of the month preceding the month in which the Removal Notice Date occurs.

“Developer” means RTH.

“Development Advances” has the meaning set forth in Section 6.8 of this Agreement.

“Development Agreement” means the Development Agreement of even date herewith between the Partnership and the Developer, as amended.

“Development Amount” has the meaning attributed thereto in the Development Agreement.

“Development Costs” means all costs (including the Development Amount net of the Deferred Development Fee) incurred to (i) acquire the Land and the Building, (ii) complete the rehabilitation of the Improvements 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 Improvements or cause the same to be equipped, all substantially in accordance with the Project Documents and the drawings and specifications forming a part of the Construction Contract, (iii) arrive at Final Closing in substantial conformity with the Project Documents, (iv) discharge all Partnership liabilities and obligations arising out of any casualty giving rise to the receipt of insurance proceeds, (v) pay or provide for all other payments, expenses, escrows or reserves required by this Agreement or by any Lender, Governmental Agency or Partnership creditor to be made, incurred or funded through the Development Obligation Date (other than Operating Expenses incurred through the Development Obligation Date and reserves which are to be funded from other sources), (vi) repay the amount due under the Bond Loan, and (vii) pay all Environmental Compliance Costs and all costs associated with the performance of any radon remediation activities which may be required pursuant to Section 12.1N.

“Development Deficit Loans” has the meaning attributed thereto in Section 6.8 of this Agreement.

“Development Obligation Date” means the date of delivery of the Certificate of Achievement of Development Obligation Date to the Investor Limited Partner in the form attached as **Exhibit G**, which certifies that the following events have occurred: (i) three (3) consecutive calendar months of not less than 93% occupancy of the Units, (ii) the Completion Date, (iii) the Initial Occupancy Date, and (iv) Final Closing.

“Document Schedule” means the Related Agreements identified in **Exhibit B**.

“DOR” means the Massachusetts Department of Revenue.

“Economic Risk of Loss” has the meaning set forth in Treasury Regulation Section 1.752-2.

“Election Notice” has the meaning given to it in Section 5.3B.

“Eligible Basis” has the meaning set forth in Section 42(d) of the Code and the Treasury Regulations thereunder.

“Entity” means any general partnership, limited partnership, limited liability company or partnership, corporation, joint venture, trust, business trust, cooperative or association.

“Environmental Compliance Costs” means all costs necessary to bring the Land and the Project into compliance with all Hazardous Waste Laws.

“Environmental Reports” means the environmental reports listed in **Exhibit H**.

“Event of Bankruptcy” means, as to a specified Person:

(i) the entry of a decree or order for relief by a court having jurisdiction in the premises 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 other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of 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 (60) 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 other similar law, or the consent by him to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of such Person or for any substantial part of his property, or the making by him of any assignment for the benefit of creditors, or the failure of such Person generally to pay his debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing; or

(iii) in the case of a Person who is a General Partner, the voluntary withdrawal of such Person as a General Partner in violation of the terms of this Agreement.

“Expense Reimbursement Contribution” means a Special Capital Contribution in the amount of the actual legal and other professional costs of the Investor Limited Partner incurred in connection with the Investor Limited Partner’s admission to the Partnership, in an amount up to \$93,750. The Investor Limited Partner will make the Expense Reimbursement Contribution concurrent with the payment of the First Installment of its Capital Contribution. The proceeds of the Expense Reimbursement Contribution will be immediately disbursed by the Partnership to pay or to reimburse such expenses of the Investor Limited Partner.

“Extended Use Agreement” means the agreement required to be entered into between the Credit Agency and the Partnership respecting long-term use restrictions and satisfying all of the requirements of Section 42(h)(6) of the Code.

“Federal Historic Tax Credit Application” means the Historic Certification Applications submitted by the Partnership to NPS to obtain the Federal Historic Tax Credit Approvals, including all documentation submitted to NPS concurrently therewith or pursuant thereto.

“Federal Historic Tax Credit Approvals” means, collectively, the Part 1 Approval, the Part 2 Approval and the Part 3 Approval.

“Federal Historic Tax Credits” means the historic tax credits for which the Project is eligible under Section 47 of the Code.

“Federal Low Income Tax Credits” means the tax credits for which the Project is eligible under Section 42 of the Code.

“Federal Tax Credits” means the Federal Historic Tax Credits and the Federal Low Income Tax Credits.

“Final Closing” means the date upon which all of the following events have occurred: (i) the Completion Date and sign off from ISD that the rehabilitation is 100% complete, (ii) Permanent Mortgage Commencement, (iii) the Project’s being free of any mechanics’ or other liens (except for the Mortgages and liens either bonded against in such a manner as to preclude the holder thereof from having any recourse to the Project or the Partnership for payment of any debt secured thereby or affirmatively insured against (in such manner as precludes recourse to the Partnership for any loss incurred by the insurer) by the Title Policy or by another policy of title insurance issued to the Partnership by a reputable title insurance company in an amount satisfactory to Investor Tax Counsel (or by an endorsement of either such title policy)), (iv) the completion by the Accountants of a certified audit, approved by the Investor Limited Partner, of the Partnership’s and the Builder’s rehabilitation costs as a part of Cost Certification, (v) the agreement and acceptance of such Cost Certification by the Lenders and the Governmental Agency to the extent required by the Lenders and the Governmental Agency, (vi) the disbursement of proceeds under the Mortgage Loans has been made in the full amount permitted by such cost certification, (vii) delivery to the Investor Limited Partner of permanent Mortgage Loan Documents in form and substance reasonably acceptable to the Investor Limited Partner (to the extent not previously delivered in connection with Investment Closing), (viii) all amounts due in connection with the construction of the Project have been paid or provided for, including payment of all expenses associated with completing any punch list items outstanding as of the Completion Date, (ix) delivery of a date-down endorsement without a survey exception, and (x) the full funding of any reserves required under the Mortgage Loan Documents and this Agreement.

“Final Determination” means the earliest to occur of (i) the date on which a decision, judgment, decree or other order has been 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 date on which the Service has entered

into a binding agreement with the Partnership with respect to such issue or on which the Service has reached a final administrative determination with respect to such issue which, whether by law or agreement, is not subject to appeal, (iii) the date on which the time for instituting a claim for refund has expired, or if a claim was filed the time for instituting suit with respect thereto has expired, or (iv) the date on which the applicable statute of limitations for raising an issue regarding a federal income tax matter with respect to the Partnership has expired.

“Final Tax Credit Amount” means the amount of Federal Low Income Tax Credits determined by the Accountants promptly following the receipt of Form 8609 with respect to the Project and prior to the Fourth Installment based on all information available at such time including, but not limited to, the Cost Certification prepared by the Accountants in connection with obtaining Form 8609.

“First Full Credit Year” means the first calendar year with respect to which the Partnership actually receives the full (twelve-month) amount of Federal Low Income Tax Credits then reasonably anticipated with respect to all Buildings constituting the Project.

“Fiscal Year” means the twelve-month period which begins on the first day of January and ends on the thirty-first day of December of each calendar year (or ends on the date of final dissolution for the year in which the Partnership is wound up and dissolved).

“General Partners” means, initially, RTH Restoration Housing GP, Inc., and any Person who becomes a General Partner as provided herein. If at any time the Partnership shall have a sole General Partner, the term “General Partners” shall be construed as singular.

“Governmental Agency” means, as applicable, HUD, the Credit Agency, the Bond Issuer and/or any other government agency having jurisdiction over the particular matter to which reference is being made.

“Guarantor” means RTH.

“Guaranty Agreement” means the guaranty of even date herewith, made by the Guarantor in favor of the Investor Limited Partner.

“HAP Contract” means the Housing Assistance Payments Basic Renewal Contract between the Seller and MassHousing dated March 17, 2014 providing rental subsidies under Section 8 of the National Housing Act to 81 Units in the Project until March 16, 2015, the Housing Assistance Payments Basic Renewal Contract between the Seller and MassHousing dated March 17, 2015 providing rental subsidies under Section 8 of the National Housing Act to 81 Units in the Project until March 16, 2016 and the Housing Assistance Payments Renewal Contract for Mark-Up-to-Market Project between the Seller and MassHousing dated December 11, 2015, providing rental subsidies under Section 8 of the National Housing Act to 81 Units in the Project for a period of twenty (20) years, which, pursuant to that certain HAP Contract Assignment, is being assigned to and assumed by the Partnership.

“HAP Contract Assignment” means the Assignment, Assumption and Amendment Agreement by and among the Seller, the Partnership and HUD, dated on or about the date hereof.

“Hazardous Material” means and includes any pollutant or contaminant or any hazardous, toxic or radioactive waste, substance or material, including without limitation those listed in or regulated under any Hazardous Waste Laws, polychlorinated biphenyls, petroleum, petroleum-based or petroleum-derived products, mold, and asbestos or asbestos-containing materials.

“Hazardous Waste Laws” means and includes the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Resource Conservation and Recovery Act; the Toxic Substances Control Act and any other federal, state or local statutes, ordinances, regulations or by-laws dealing with Hazardous Material, as the same may be amended from time to time and including any regulations promulgated thereunder.

“HUD” means the Department of Housing and Urban Development of the United States of America and its successors.

“Improvements” means the Buildings and any related facilities to be constructed in accordance with the Project Documents.

“Independent Appraiser” means a firm which is generally qualified to render opinions as to the fair market value of assets such as those owned by the Partnership, which is mutually acceptable to the General Partners and the Special Limited Partner and which satisfies the following criteria:

- (i) such firm is not a Partner, or an Affiliate of the Partnership or any Partner;
- (ii) such firm (or a predecessor in interest to the assets and business of such firm) has been in business for at least five (5) years, and at least one of the principals of such firm has been in the active business of appraising substantially similar assets for at least ten (10) years;
- (iii) such firm has regularly rendered appraisals of substantially similar assets for at least five (5) years on behalf of a reasonable number of unrelated clients, so as to demonstrate reasonable market acceptance of the valuation opinions of such firm;
- (iv) one or more of the principals or appraisers of such firm are members in good standing of an appropriate professional association or group which establishes and maintains professional standards for its members; and
- (v) such firm renders an appraisal to the Partnership only after entering into a contract that specifies the compensation payable for such appraisal.

“Initial Economic Projections” means the economic projections for the Project attached as **Exhibit I**.

“Initial Occupancy Date” shall mean the first date upon which not less than 100% of the Low Income Units in the Project are or have been occupied by Qualified Tenants at least one time under bona fide written leases satisfying the requirements of Section 42 of the Code with terms of not less than one year. The achievement of the Initial Occupancy Date shall be

confirmed by the Management Agent and certified by the General Partners with a copy of such confirmation and certification, together with the rent roll and Tenant Income Certifications for each of the Qualified Tenants, forwarded to the Special Limited Partner. The Initial Occupancy Date will be deemed to have been achieved upon written acknowledgment of such confirmation to the Partnership from the Special Limited Partner. The Special Limited Partner shall have seven (7) Business Days after receipt of the written confirmation from the Manager and General Partners to acknowledge or object to the achievement of the Initial Occupancy Date, and the failure to acknowledge or object to the calculation with such seven (7)-Business Day period shall be deemed to be an acceptance of the calculation by the Special Limited Partner. All objections must be commercially reasonable, and shall be delivered in writing to the General Partners, who shall have a reasonable time to cure such objections to the calculations received from the Special Limited Partner.

“Installment” means any Installment of the Capital Contributions of the Investor Limited Partner referred to in Section 5.1.

“Insurance Proceeds” means the insurance claims under and the proceeds of any and all policies of insurance covering the Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Property, in each case whether now or hereafter existing or arising.

“Interest”, or words of like import, shall mean all the interest of a Partner in Cash Flow and other distributions, capital, profits and losses, tax credits, and otherwise in the Partnership, including all allocations and distributions and all rights under this Agreement, and also shall include such interests and rights of such Partner in any successor Entity formed pursuant to this Agreement.

“Investment Closing” means the date on which this Agreement is delivered by all parties hereto.

“Investor Limited Partner” means, initially, BANA, and shall include any other Persons admitted as an Investor Limited Partner pursuant to Section 4.6 or admitted as a Substitute Limited Partner pursuant to Section 8.2, and their respective successors in such capacity.

“Investor Tax Counsel” means Holland & Knight LLP of Boston, Massachusetts, or other counsel acceptable to the Investor Limited Partner.

“ISD” means City of Boston Inspectional Services Department.

“Land” means the parcels of land on which the Improvements are located in the Mission Hill neighborhood of Boston, Massachusetts, as described in Schedule A of the Title Policy.

“Lender” means the Bond Lender, the Permanent Lender, the Seller or the State Historic Tax Credit Lender, as the context may require.

“Limited Partner” or “Limited Partners” mean any or all of those Persons designated as Limited Partners in the Schedule, any Person admitted as a Limited Partner pursuant to Section 4.6, or any Person who becomes a Substitute Limited Partner as provided herein, in each such

Person's capacity as a Limited Partner of the Partnership. Such terms shall include the Special Limited Partner, the Investor Limited Partner and any Persons who may succeed to the Interests of such Limited Partners.

"Low Income Unit" means any of the 81 Units in the Project which are to be held for occupancy by the Partnership in such manner as to qualify such units as qualified low-income housing units under Section 42(i)(3) of the Code.

"Madison Park" means Madison Park Community Development Corporation, a Massachusetts non-profit corporation.

"Management Agent" means Wingate Management Company, LLC of Newton, Massachusetts, or any successor thereto engaged by the General Partners as the management agent for the Project with the Consent of the Investor Limited Partner.

"Management Agreement" means the management contract or agreement by and between the Partnership and the Management Agent which has received all Requisite Approvals.

"Management Fee" means the amount payable from time to time by the Partnership to the Management Agent for management services in accordance with the Management Agreement which shall be subject to any Requisite Approvals.

"Managing General Partner" means any Managing General Partner designated as provided in Section 6.3B.

"MassHousing" means Massachusetts Housing Finance Agency, its successors and assigns.

"Material Default" has the meaning set forth in Section 7.7B.

"MHC" means the Massachusetts Historical Commission.

"Mortgage" means any mortgage indebtedness of the Partnership evidenced by any Note and secured by any mortgage on the Property from the Partnership to any Lender; and, where the context admits, "Mortgage" shall mean and include any of the mortgages securing said indebtedness and any other documents pertaining to said indebtedness which were required by the Lender as a condition to making such Mortgage Loan. In case any Mortgage is replaced by any subsequent mortgage or mortgages, such term shall refer to any such subsequent mortgage or mortgages. The term "mortgage" means any mortgage, mortgage deed, deed of trust, deed to secure debt or any similar security instrument, and "foreclose" and words of like import include the exercise of a power of sale under a mortgage or comparable remedies.

"Mortgage Loan" means the Bond Loan, the Permanent Loan, the Seller Loan, the State Historic Tax Credit Loan and the Sponsor Loan as the context may require.

"Mortgage Loan Commitments" means and includes the commitments of the Lenders and the Bond LOC Provider to make each of their respective Mortgage Loans.

“Mortgage Loan Documents” means the loan agreements, Notes, Mortgages and other documents evidencing and securing any Mortgage Loan or otherwise entered into connection therewith.

“Net Capital Contribution” means \$11,936,558.

“Net Proceeds” means, when used with respect to any Condemnation Awards or Insurance Proceeds, the gross proceeds from any condemnation or casualty of the Property remaining after payment of all expenses, including reasonable attorneys’ fees, incurred in the collection of such gross proceeds.

“Note” means and includes any promissory note from the Partnership to a Lender evidencing a Mortgage Loan, and shall also mean and include any note supplemental to said original note issued to a Lender or any note issued to a Lender in substitution for any such original note.

“Operating Expense Loan” means a loan to the Partnership pursuant to Section 6.9A which is repayable without interest and only as provided in Article X.

“Operating Expenses” means (i) up to and including the Development Obligation Date, those expenses, properly accruable through such date which may be properly charged as operating expenses of the Project under standard accounting procedures and which are allocable, in accordance with generally accepted accounting principles, to Units for which all requisite approvals for occupancy have been obtained; such operating expenses may include real estate taxes and debt service and mortgage insurance premiums, if any, with respect to the Mortgage Loans (to the extent such operating expenses are not funded out of Designated Proceeds), but shall not include any costs required to be capitalized in accordance with generally accepted accounting principles; and (ii) after the Development Obligation Date, all the costs and expenses of any type incurred incidental to the ownership and operation of the Project, including, without limitation, taxes, capital improvements reasonably deemed necessary by the General Partners and not funded out of any reserves for such, mortgage and bond insurance premiums, if any, and the cost of operations, debt service, maintenance and repairs, and the funding of any reserves required to be maintained by any Lender or Governmental Agency or pursuant to this Agreement, but shall not include (i) repayments of Operating Expense Loans made pursuant to Section 6.9A, (ii) distributions or payments to Partners pursuant to Article X or (iii) any fees or debt service on Loans payable solely from Cash Flow pursuant to Article X.

“Operating Reserve” means the operating reserve described in Section 6.12B.

“Part 1 Approval” means the 17 approvals by NPS of Part 1 of the Federal Historic Tax Credit Application for each address in the Project, pursuant to which NPS has made a determination that the Buildings contribute to the significance of a potential historic district, the Francis Street- Fenwood Road National Register Historic District.

“Part 2 Approval” means the 17 approvals by NPS of Part 2 of the Federal Historic Tax Credit Application for each address in the Project, pursuant to which NPS has made a preliminary determination that the proposed rehabilitation work as described in the Plans and Specifications will satisfy the Interior’s “Standards for Rehabilitation”.

“Part 3 Approval” means the 17 approvals by NPS of Part 2 of the Federal Historic Tax Credit Application for each address in the Project, pursuant to which NPS will make a final determination that the rehabilitation work as completed satisfies the Interior’s “Standards for Rehabilitation”.

“Partner” means any General Partner or Limited Partner.

“Partner Nonrecourse Debt” means any Partnership liability (i) that is considered non-recourse under Treasury Regulation Section 1.1001-2 or for which the creditor’s right to repayment is limited to one or more assets of the Partnership and (ii) for which any Partner or Related Person bears the Economic Risk of Loss.

“Partner Nonrecourse Debt Minimum Gain” means the amount of partner nonrecourse debt minimum gain and the net increase or decrease in partner nonrecourse debt minimum gain determined in a manner consistent with Treasury Regulation Sections 1.704-2(d), 1.704-2(i)(2) and (i)(3) and 1.704-2(k).

“Partnership” means the limited partnership governed by this Agreement as said limited partnership may from time to time be constituted.

“Partnership Counsel” means Klein Hornig LLP of Boston, Massachusetts or such other counsel as the General Partners may designate from time to time as counsel for the Partnership.

“Partnership Management Agreement” means the Partnership Management Agreement between the Partnership and the Managing General Partner pursuant to which the Managing General Partner is to provide certain management services to the Partnership.

“Partnership Management Fee” means the fee payable from time to time by the Partnership to the Managing General Partner for its management services to the Partnership pursuant to the Partnership Management Agreement.

“Partnership Minimum Gain” means the amount determined by computing, with respect to each Partnership Nonrecourse Liability, the amount of gain, if any, that would be realized by the Partnership if it disposed of (in a taxable transaction) the property subject to such liability in full satisfaction of such liability, and by then aggregating the amounts so computed. Such computations shall be made in a manner consistent with Treasury Regulation Sections 1.704-2(d) and 1.704-2(k).

“Partnership Nonrecourse Liability” means any Partnership liability (or portion thereof) for which no Partner or Related Person bears the Economic Risk of Loss.

“Payment Certificate” has the meaning given it in Section 5.1B(i).

“Permanent Lender” means the Massachusetts Housing Partnership Fund Board.

“Permanent Loan” means the permanent mortgage loan from the Permanent Lender to the Partnership in the amount of \$7,715,000, bearing interest at the rate of 5.08% and having a term of 16 years and an amortization period of 30 years.

“Permanent Loan Agreement” means the agreement between the Permanent Lender and the Partnership setting forth the terms and conditions upon which the Permanent Loan is being made to the Partnership.

“Permanent Loan Documents” means the Permanent Loan Agreement, Permanent Loan Mortgage, Permanent Loan Note, Permanent Loan Regulatory Agreement and all other documents executed and/or delivered in connection with, evidencing or securing the Permanent Loan.

“Permanent Loan Mortgage” means the mortgage and security agreement granted by the Partnership to the Permanent Lender to secure the Partnership’s obligations under the Permanent Loan Note.

“Permanent Loan Note” means the promissory note in the original principal amount of \$7,715,000 executed by the Partnership to evidence its obligation to repay the Permanent Loan.

“Permanent Loan Regulatory Agreement” means the affordable housing agreement between the Permanent Lender and the Partnership providing for the restrictions to be observed in the operation of the Project, for a period of 16 years.

“Permanent Mortgage Commencement” means the latest to occur of: (i) the repayment of the Bond Loan; (ii) release of the Bond LOC, (iii) commencement of monthly amortization of principal and interest on the Permanent Loan and Tranche A of the Seller Loan, (iv) termination of any construction phase guarantees granted in connection with any Mortgage Loan, and (v) full disbursement of the principal amount of the Permanent Loan, the Sponsor Loan and the State Historic Tax Credit Loan.

“Person” means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

“Plans and Specifications” means the plans and specifications for the rehabilitation of the Property approved by the Bond LOC Provider, the Bond Purchaser, the Credit Agency, and the Special Limited Partner, including, without limitation, specifications for materials, and all amendments and modifications thereof, as the same may from time to time be amended with the prior written approval of the Special Limited Partner, provided, however, if the Bond LOC Provider is the Investor Limited Partner or an Affiliate thereof, no such approval by the Special Limited Partner will be required if such changes are approved by the Bond LOC Provider.

“Project” or “Property” means the Land and the Improvements.

“Project Documents” means and includes this Agreement, the Construction Contract, the Guaranty Agreement, the Mortgage Loan Documents, the Tax Credit Application, the Credit Approval, the Extended Use Agreement, the Development Agreement, any Regulatory Agreement, the Management Agreement, the Commitments, the HAP Contract, the HAP Contract Assignment, the Section 8 Use Agreement, the 121A Documents and all other documents relating to the Project which are required by, or have been executed in connection with, any of the foregoing documents.

“Projected Aggregate Federal Low Income Tax Credit Amount” means \$8,590,858 which is the product of (i) 99.99% and (ii) the aggregate amount of Federal Low Income Tax Credits expected to be available to the Property during the Credit Period. If, following any determination or redetermination of the Adjusted Aggregate Federal Low Income Tax Credit Amount pursuant to Section 5.2, such amount is different than the Projected Aggregate Federal Low Income Tax Credit Amount, then, for purposes of any subsequent application of Section 5.2, the term “Projected Aggregate Federal Low Income Tax Credit Amount” shall mean the Adjusted Aggregate Federal Low Income Tax Credit Amount, provided that any required adjustment(s), payment(s) or Tax Credit Shortfall Payments have been made pursuant to the provisions of Section 5.2 on account of such difference.

“Purchase Option Agreement” means the Purchase Option Agreement between the Partnership and RTH, of even date herewith.

“Qualified Income Offset Item” means (i) an allocation of loss or deduction that, as of the end of each year, reasonably is expected to be made (a) pursuant to Section 704(e)(2) of the Code to a donee of an interest in the Partnership, (b) pursuant to Section 706(d) of the Code as the result of a change in any Partner’s interest in the Partnership, or (c) pursuant to Regulation Section 1.751-1(b)(2)(ii) as the result of a distribution by the Partnership of unrealized receivables or inventory items and (ii) a distribution that, as of the end of such year, reasonably is expected to be made to a Partner to the extent it exceeds offsetting increases to such Partner’s Capital Account which reasonably are expected to occur during or prior to the Partnership taxable year in which such distribution reasonably is expected to occur.

“Qualified Tenant” means a tenant (i) with income not exceeding the percentage of area gross median income set forth in Section 42(g)(1)(A) or (B) of the Code (whichever is applicable) who leases an apartment unit in the Project under a lease having an original term of not less than twelve (12) months at a rent not in excess of that specified in Section 42(g)(2) of the Code, and (ii) complying with any other requirements imposed by the Project Documents.

“Recapture Event” means an event, as evidenced by a determination thereof by the Accountants or as a result of a Final Determination, which results in a recapture with respect to all or any portion of the Partnership’s Tax Credits and/or which results in a disallowance of any Tax Credits previously claimed by the Partnership.

“Regulations” means the rules and regulations of any Governmental Agency which are applicable to the Project or the Partnership.

“Regulatory Agreement” means any regulatory agreements, affordability restrictions, restrictive covenants or other similar documents entered or to be entered into between or by the Partnership and/or for the benefit of any Lender or Governmental Agency with respect to the Project, as amended from time to time.

“Related Agreements” means each agreement, promissory note, document and certificate referred to in the Document Schedule.

“Related Person” has the meaning set forth in Treasury Regulation Section 1.752-4(b) or any successor regulation thereto.

“Removal Notice” shall have the meaning set forth in Section 7.7.

“Removal Notice Date” shall have the meaning set forth in Section 7.7.

“Requisite Approvals” means any required approvals of the Lender and each Governmental Agency to an action proposed to be taken by the Partnership.

“Retirement” (including the forms “Retire” and “Retired”) means, as to a General Partner, and shall be deemed to have occurred automatically upon, the occurrence of death, adjudication of insanity or incompetence, Event of Bankruptcy, dissolution or voluntary or involuntary withdrawal from the Partnership for any reason. Involuntary withdrawal shall occur whenever a General Partner may no longer continue as a General Partner by law, death, incapacity or pursuant to any terms of this Agreement. A General Partner which is an Entity (an “Entity General Partner”) also will be deemed to have Retired upon the sale or other disposition of a controlling interest in such Entity General Partner. Without limitation of the foregoing, any of the foregoing events occurring as to an individual or Entity which directly or indirectly holds a controlling interest in an Entity General Partner shall also be deemed to constitute the Retirement of any such Entity General Partner. For purposes of this definition, “controlling interest” shall mean the power to direct the management and policies of such Entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

“Revised Economic Projections” means the economic projections calculated immediately prior to payment of the Fourth Installment using the same assumptions and methodology as the Initial Economic Projections, revised to reflect the actual construction costs and available Federal Low Income Tax Credits, Federal Historic Tax Credits and State Historic Tax Credits at such time and taking into account all other changes from the Initial Economic Projections which affect the amount and timing of benefits, including the month the Project is placed into service for purposes of Section 42 of the Code, the actual rate of lease-up for the Low Income Units, and the actual operating history of the Project.

“Right of First Refusal Agreement” means the Right of First Refusal Agreement of even date herewith between the Partnership and RTH.

“RTH” means Roxbury Tenants of Harvard Association, Inc., a Massachusetts non-profit corporation.

“Schedule” means the Schedule of Partners annexed hereto as **Exhibit A** as amended from time to time and as so amended at the time of reference thereto.

“Section 8 Use Agreement” means the Section 8 Use Agreement dated on or about the date hereof entered into by HUD and Seller in connection with the HAP Contract pursuant to which the Seller has agreed to operate the Project as affordable housing for low-income tenants throughout the term of the HAP Contract.

“Seller” means Restoration Housing Corporation, a Massachusetts non-profit corporation.

“Seller Loan” means the construction and permanent loan in the amount of \$9,980,879 made to the Partnership by the Seller. The Seller Loan has a term of 40 years and will be made to the Partnership in two tranches. “Tranche A” requires monthly payments of principal and interest based on an amortization period of 40 years and will bear interest at 4.150%. “Tranche B” is payable solely from Cash Flow as set forth in Section 10.1A of this Agreement and will bear interest at the rate of 3.8%. The Partnership may use approximately \$255,000 of the proceeds from the receipt of the State Historic Tax Credit Loan to make a payment on Tranche B of the Seller Loan.

“Seller Loan Documents” means the Seller Loan Mortgage, Seller Loan Note and all other documents executed and/or delivered in connection with, evidencing or securing the Seller Loan.

“Seller Loan Mortgage” means the mortgage granted by the Partnership to the Seller to secure the Partnership’s obligations under the Seller Loan.

“Seller Loan Note” means the promissory note in the original principal amount of \$9,980,879 executed by the Partnership to evidence its obligation to repay the Seller Loan.

“Service” means the Internal Revenue Service.

“Special Capital Contribution” means a capital contribution described in and made pursuant to Section 6.9A or Section 6.12 and the expense reimbursement of the actual legal and other professional costs of the Investor Limited Partner as set forth in Section 5.1.

“Special Endorsements” means, collectively, (i) a non-imputation endorsement, (ii) a comprehensive endorsement, (iii) a contiguity endorsement (if the Land consists of more than one parcel), (iv) an access endorsement, (v) a zoning endorsement for improved land (including any applicable parking provisions) unless a zoning opinion satisfactory to the Investor Limited Partner has been provided, (vi) a Fairways endorsement (unless substantially similar coverage is provided under the general policy), (vii) a blanket easement endorsement, (viii) a subdivision endorsement, (ix) a same as survey endorsement, (x) a separate tax lot endorsement, (xi) a maximum loss endorsement, (xii) a restriction, encroachment, minerals endorsement, (xiii) a condominium endorsement (if applicable), and (xiv) any other endorsements reasonably requested by the Special Limited Partner to the extent available in the State, each in a form reasonably acceptable to the Special Limited Partner.

“Special Limited Partner” means Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, and its successors.

“Sponsor Loan” means the loan in the amount of \$1,279,720 to be made by RTH to the Partnership. The Sponsor Loan is expected to be funded after Investment Closing but no later than Permanent Mortgage Commencement. The Sponsor Loan will mature in 2057.

“Sponsor Loan Mortgage” means the mortgage granted by the Partnership to the Sponsor to secure the Partnership’s obligations under the Sponsor Loan Note.

“Sponsor Loan Note” means the promissory note in the amount of \$1,279,720 evidencing the Partnership’s obligation to repay the Sponsor Loan.

“State” means the Commonwealth of Massachusetts.

“State Historic Tax Credit Application” means the Historic Preservation Certification Application submitted by the Partnership to MHC to obtain the State Historic Tax Credit Commitment, including all documentation submitted to MHC concurrently therewith or pursuant thereto.

“State Historic Tax Credit Commitment” means the allocations issued to RTH by MHC on November 12, 2014 for 24 Fenwood Road, 32 Fenwood Road, 36 Fenwood Road, 50 Fenwood Road, 51 Fenwood Road, 52 Fenwood Road, 53 Fenwood Road, and 54 Fenwood Road providing for a conditional reservation of State Historic Tax Credits in the aggregate amount of \$450,000 and the allocations issued to RTH by MHC on August 3, 2015 for each Building in the Project in the amount of \$100,000 each, providing for a conditional reservation of State Historic Tax Credits in the aggregate amount of \$1,700,000. The allocations of State Historic Tax Credits have been made by MHC in connection with the historic rehabilitation of the Project. The General Partner anticipates receiving conditional reservations in the amount of an additional \$300,000 and ultimately claiming approximately \$2,450,000 of State Historic Tax Credits in connection with the historic rehabilitation of the Project. The allocations issued to RTH have been contributed to the General Partner and then to Partnership pursuant to that certain Contribution Agreement by and between RTH and the General Partner dated on or about the date hereof and that certain Contribution Agreement by and between the General Partner and the Partnership dated on or about the date hereof.

“State Historic Tax Credits” means the Massachusetts historic rehabilitation tax credit described in M.G.L. c. 63, §38R.

“State Historic Tax Credit Lender” means Madison Park.

“State Historic Tax Credit Loan” means the permanent loan in the original principal amount of up to \$2,082,500 to be made to the Partnership by Madison Park which loan shall bear interest at the rate of 0.10% and have a term of 42 years. The State Historic Tax Credit Loan will be secured by the State Historic Tax Credit Loan Mortgage, which will be a subordinate mortgage on the Project, and will require payments from available Cash Flow.

“State Historic Tax Credit Loan Agreement” means the State Historic Tax Credit Loan Agreement entered into with respect to the State Historic Tax Credit Loan, dated on or about the date hereof, by and between the Partnership and Madison Park, as amended.

“State Historic Tax Credit Loan Documents” means the State Historic Tax Credit Loan Agreement, the State Historic Tax Credit Loan Mortgage, the State Historic Tax Credit Loan Note, and all other documents or instruments executed and/or delivered in connection with the State Historic Tax Credit Loan, as amended.

“State Historic Tax Credit Loan Mortgage” means the State Historic Tax Credit Loan Mortgage and Security Agreement executed by the Partnership as security for the State Historic Tax Credit Loan, as amended.

“State Historic Tax Credit Loan Note” means the State Historic Tax Credit Loan Promissory Note in the amount of up to \$2,082,500 executed by the Partnership to evidence its obligations to repay the State Historic Tax Credit Loan, as amended.

“Substitute Limited Partner” means any Person who is admitted to the Partnership as a Limited Partner under the provisions of Section 8.2.

“Supervisory Management Agreement” means the Supervisory Management Agreement of even date herewith between the Partnership and the General Partners pursuant to which the General Partners are to provide certain supplemental management and oversight services with respect to the Project.

“Supervisory Management Fee” means the fee payable to the General Partners under the Supervisory Management Agreement for its services thereunder.

“Tax Credit Application” means the application submitted to the Credit Agency to obtain the Credit Approval, as amended from time to time, including all documentation submitted to the Credit Agency concurrently therewith or pursuant thereto.

“Tax Credit Shortfall Payments” has the meaning attributed thereto in Section 5.2E.

“Tax Credits” means the Federal Low Income Tax Credits, the Federal Historic Tax Credits and the State Historic Tax Credits

“Tenant Income Certification” means a tenant’s initial tax credit certification, including the tenant income certification/certificate of resident eligibility, all sources used in verifying income and assets (including, but not limited to, third party verification, checking and savings accounts, pay stubs, verification of assets, etc.), a copy of one completed lease signed and dated for each building in the Property, and a copy of the first and last page of each lease of each Low Income Unit, showing the start date of the lease and signature of the resident(s) and owner.

“Title Policy” means the ALTA owner’s policy of title insurance issued to the Partnership by Commonwealth Land Title Insurance Company as endorsed to include the Special Endorsements in the amount of \$32,739,657 (which represents the sum of the Investor Limited Partner’s Net Capital Contributions and the maximum principal amount of the permanent Mortgage Loans) and dated not more than ten (10) days prior to Investment Closing.

“TMP” means the General Partner designated as Tax Matters Partner of the Partnership in accordance with Section 6.2.

“Transfer” means any sale, exchange, assignment, encumbrance, hypothecation, pledge, foreclosure, conveyance, gift or other transfer of any kind, whether direct or indirect, voluntary or involuntary. When used as a verb, such term shall mean, voluntarily or involuntarily, to sell,

exchange, assign, encumber, hypothecate, pledge, foreclose, convey in trust, give or otherwise transfer.

“Trustee” means U.S. Bank National Association.

“Uniform Act” means the Revised Uniform Limited Partnership Act as in effect under the laws of the State, as amended from time to time.

“Units” means any of the 81 dwelling units in the Project.

“Urban Edge” means Urban Edge Housing Corporation, a Massachusetts non-profit corporation.

“Withdrawal Purchase Price” shall have the meaning set forth in Section 7.7D.

“Withdrawing Limited Partner” means RTH.

ARTICLE II

CONTINUATION, NAME AND PURPOSE

Section 2.1 Continuation

The parties hereto hereby agree to continue the limited partnership known as RTH Restoration Housing Limited Partnership, which was formed pursuant to the provisions of the Uniform Act.

Section 2.2 Name and Office; Agent for Service

A. The Partnership shall continue to be conducted under the name and style set forth in Section 2.1. The principal office of the Partnership shall be at c/o Roxbury Tenants of Harvard Association, Inc., 11 New Whitney Street, Boston, MA 02115. The General Partners may at any time change the location of such principal office and shall give prompt notice of any such change to the Limited Partners.

B. The name and address of the agent of the Partnership for service of process shall be: Roxbury Tenants of Harvard Association, Inc., 11 New Whitney Street, Boston, MA 02115.

Section 2.3 Purpose

The purpose of the Partnership is to acquire, construct, rehabilitate, develop, repair, improve, maintain, operate, manage, lease, dispose of and otherwise deal with the Project in accordance with any applicable Regulations and the provisions of this Agreement. The Partnership shall not engage in any other business or activity. The Partners acknowledge that the shareholders of the General Partner are exempt organizations under Section 501(c)(3) of the Code, engaging in providing low-income housing. In carrying out its duties and responsibilities under this Agreement, the General Partner shall not act, notwithstanding any other provision of

this Agreement, in a manner which is inconsistent with the charitable purposes of such shareholders.

Section 2.4 Authorized Acts

In furtherance of its purposes, but subject to all other provisions of this Agreement including, but not limited to, Article VI, the Partnership is, and the General Partners acting on its behalf are, hereby authorized:

(i) To acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(ii) To acquire, construct, rehabilitate, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage or lease the Project and any other real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(iii) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership and to secure the same by mortgage, deed of trust, security interest, pledge or other lien on the Property or any other assets of the Partnership, to the extent permitted by the Project Documents.

(iv) To prepay in whole or in part, refinance, renew, recast, increase, modify or extend any Mortgage and in connection therewith to execute any extensions, renewals, or modifications of such Mortgage.

(v) To employ any Person, including any Affiliate, to perform services for, or to sell goods to, the Partnership and to pay for such goods and services; provided that (except with respect to any contract specifically authorized by this Agreement) the terms of any such transaction with an Affiliate shall not be less favorable to the Partnership than would be arrived at by unaffiliated parties dealing at arms' length.

(vi) To execute any and all Notes, Mortgages and security agreements in order to secure loans from any Lender and any and all other documents, including but not limited to the Project Documents, required by any Lender or any Governmental Agency in connection with each Mortgage and the acquisition, construction, repair, development, improvement, maintenance and operation of the Property.

(vii) To execute agreements with any Governmental Agency.

(viii) To execute leases of the Units in the Project.

(ix) To modify or amend the terms of any agreement or contract which the General Partners are authorized to enter into on behalf of the Partnership;

provided, however, that such terms as amended shall not (1) materially adversely affect the Partnership or the Limited Partners, or (2) be in contravention of any of the terms or conditions of this Agreement.

(x) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a partnership under the laws of the State.

(xi) To execute the Related Agreements and the Project Documents and any notices, documents or instruments permitted or required to be executed or delivered in connection therewith or pursuant thereto.

ARTICLE III

TERM AND DISSOLUTION

A. The Partnership shall continue in full force and effect until December 1, 2065, except that the Partnership shall be dissolved prior to such date upon the happening of any of the following events:

(i) the sale or other disposition of all or substantially all the assets of the Partnership;

(ii) the Retirement of a General Partner unless the business of the Partnership is continued pursuant to Article VII;

(iii) the election to dissolve the Partnership made in writing by the General Partners with the Consent of the Investor Limited Partner and any Requisite Approvals; or

(iv) the entry of a final decree of dissolution of the Partnership by a court of competent jurisdiction.

B. Upon dissolution of the Partnership (unless the business of the Partnership is continued pursuant to Article VII), the General Partners (or for purposes of this paragraph their trustees, receivers, successors or legal representatives) shall cause the cancellation of the Certificate, liquidate the Partnership assets and apply and distribute the proceeds thereof in accordance with Section 10.2. Notwithstanding the foregoing, in the event such liquidating General Partners shall determine that an immediate sale of part or all of the Partnership's assets would cause undue loss to the Partners, the liquidating General Partners may, in order to avoid such loss, defer liquidation of, and withhold from distribution for a reasonable time, any assets of the Partnership except those necessary to satisfy the Partnership debts and obligations (other than Operating Expense Loans).

ARTICLE IV

PARTNERS; CAPITAL

Section 4.1 General Partners

A. The initial General Partner of the Partnership is RTH Restoration Housing GP, Inc. and its address and Capital Contributions are set forth in the Schedule. In no event shall the aggregate Capital Contributions of the General Partners (excluding any Special Capital Contributions, Capital Contributions made pursuant to Section 4.1B below and amounts, if any, paid pursuant to Section 10.2A) exceed \$100 without the Consent of the Investor Limited Partner.

B. In the event the entire Development Amount and accrued but unpaid interest thereon has not been paid by the 13th anniversary of the Completion Date, the General Partners shall make a Capital Contribution to the Partnership in the amount necessary to pay the balance of the Development Amount and the General Partners shall cause the Partnership to immediately apply such proceeds to the discharge of such obligation in full.

Section 4.2 Limited Partners

A. The Special Limited Partner is hereby admitted to the Partnership. Its address and Capital Contribution are set forth in the Schedule.

B. The Investor Limited Partner is hereby admitted to the Partnership. Its address and Capital Contributions are set forth in the Schedule. The payment of its Capital Contribution is governed by Section 5.1.

C. The Withdrawing Limited Partner is RTH. By its execution of this Agreement, the Withdrawing Limited Partner hereby withdraws as a Limited Partner, and the Withdrawing Limited Partner, as such, shall have no further rights with respect to the Partnership as of the Admission Date.

Section 4.3 Partnership Capital and Capital Accounts

A. The capital of the Partnership shall be the aggregate amount contributed by the Partners as set forth in the Schedule. No interest shall be paid by the Partnership on any Capital Contribution. The Schedule shall be amended and, if necessary or appropriate, amendments to the Certificate shall be filed from time to time to reflect the withdrawal or admission of Partners and any changes in the Interest held or amounts contributed or agreed to be contributed by any Partner.

B. An individual Capital Account shall be established and maintained for each Partner, including any additional or substituted Partner who shall hereafter receive an Interest. The original Capital Account established for each such substituted Partner shall be in the same amount as, and shall replace, the Capital Account of the Partner which such substituted Partner succeeds, and, for the purposes of this Agreement, such substituted Partner shall be deemed to have made the Capital Contribution, to the extent actually paid in, of the Partner which such

substituted Partner succeeds. The term “substituted Partner”, as used in this paragraph, shall mean a Person who shall become entitled to receive a share of the allocations and distributions of the Partnership by reason of such Person succeeding to the Interest of a Partner by assignment of all or any part of a Partner’s Interest. To the extent a substituted Partner receives less than 100% of the Interest of a Partner he succeeds, the original Capital Account of such substituted Partner and its Capital Contribution shall be acquired in such proportion or amount as agreed to by the substituted Partner and assigning Partner and the assigning Partner who retains a partial Interest in the Partnership shall retain the remainder of its Capital Contribution and Capital Account. Any special basis adjustments under Section 743 of the Code resulting from an election by the Partnership pursuant to Section 754 of the Code shall not be taken into account for any purpose in establishing and maintaining Capital Accounts for the Partners pursuant to this Section 4.3.

C. Nothing in this Section 4.3 shall affect the limitations on transferability of Interests set forth in Article VII or Article VIII.

Section 4.4 Withdrawal of Capital

Except as may be specifically provided in this Agreement, no Partner shall have the right to (i) withdraw from the Partnership all or any part of its Capital Contribution or (ii) demand and receive property of the Partnership in return for its Capital Contribution or in respect of its Interest.

Section 4.5 Liability of Limited Partners

A. No Limited Partner shall be liable for any debts, liabilities, contracts, or obligations of the Partnership. A Limited Partner shall be liable only to make payments of its Capital Contribution as and when due hereunder. After its Capital Contribution shall be fully paid, no Limited Partner shall, except as otherwise required by the Uniform Act, Section 5.2E(ii), or Section 10.2A, be required to make any further capital contributions or payments or lend any funds to the Partnership.

B. In no event shall any Person who is at any time a member or manager of the Investor Limited Partner, or any partner, member or Affiliate of any such Person, have any personal liability for the payment or performance of any obligation of the Investor Limited Partner under the provisions of this Agreement or any document or instrument to be delivered in connection with this Agreement, including, without limitation, the obligations of the Investor Limited Partner to contribute capital to the Partnership. All parties dealing with the Investor Limited Partner shall look solely to the assets of the Investor Limited Partner for the satisfaction of any such obligation.

Section 4.6 Additional Limited Partners

The General Partners may admit additional Limited Partners only with the Consent of the Investor Limited Partner.

Section 4.7 Agreement to be Bound by Documents

Each General Partner and Limited Partner shall be bound by the terms of this Agreement and the Project Documents. Any incoming General Partner and Limited Partner, as a condition of receiving any Interest, shall agree to be bound by this Agreement and the Project Documents to the same extent and on the same terms as the other General Partners and Limited Partners, respectively. Upon any dissolution of the Partnership or any Transfer of the Property while any Mortgage is held by any Lender, no title or right to the possession and control of the Property and no right to collect the rents therefrom shall pass to any Person who is not, or does not become, bound in a manner satisfactory to the Lender and the Governmental Agency to the Project Documents and the provisions of this Agreement. The Project Documents shall be binding upon and shall govern the rights and obligations of the Partners, their heirs, executors, administrators, successors and assigns as long as the corresponding Mortgage Loans shall be outstanding.

ARTICLE V

CAPITAL CONTRIBUTIONS OF INVESTOR LIMITED PARTNER

Section 5.1 Installments of Capital Contributions

A. The Investor Limited Partner shall contribute as its Capital Contribution the sum of \$11,936,558 payable in four (4) installments (the “Installments”) as follows:

(i) the first Installment (the “First Installment”) in the amount of \$1,313,021 plus the Expense Reimbursement Contribution, as defined below, shall be payable upon the latest to occur of (a) the date of Investment Closing, (b) the closing and initial funding of the Bond Loan and the Seller Loan and the closing (but not funding) of the State Historic Tax Credit Loan, (c) evidence the Partnership has acquired the Land and the Buildings, (d) receipt of the Credit Approval, (e) receipt of the Part 1 Approval or Part 2 Approval reasonably acceptable to the Investor Limited Partner, or (f) satisfactory completion of the Investor Limited Partner’s due diligence requirements;

(ii) the second Installment (the “Second Installment”) in the amount of \$1,074,290 shall be payable on the later to occur of (a) the Completion Date (including receipt by the Investor Limited Partner of a current title search report demonstrating that the Project is free of any mechanics’ or other liens (except for liens which are bonded against in a manner as to preclude the holder thereof from having any recourse to the Property or the Partnership for payment of any debt secured thereby)), (b) the date on which the General Partner makes an election under Section 168(h)(6)(F)(ii) of the Code so that no part of the Project shall constitute “tax exempt use property” within the meaning of Section 168(h) of the Code, or (c) October 1, 2016;

(iii) the third Installment (the “Third Installment”) in the amount of \$8,833,053 shall be payable on the later to occur of (a) the Initial Occupancy

Date, (b) achievement of 93% occupancy of the Low Income Units by Qualified Tenants for a period of three (3) consecutive calendar months, (c) the Accountants have determined the preliminary amount of the Tax Credits and delivered a copy of a draft Cost Certification, (d) achievement of a 115% Debt Service Coverage Ratio for each of three (3) consecutive calendar months, (e) Final Closing provided, however, clauses (iv) and (v) of the definition of Final Closing will be deemed satisfied by the delivery of a draft Cost Certification in form and substance acceptable to the Special Limited Partner, (f) receipt by the Investor Limited Partner of written sign off from the ISD as evidence of the approval of the completion of the rehabilitation of each Building in the Project, (g) receipt of Part 3 Approval provided; however, if all other conditions precedent to payment of the Investor Limited Partner's Third Installment have been satisfied with the exception of the receipt of the Part 3 Approval, then the receipt of the Part 3 Approval shall be waived by the Investor Limited Partner as a condition precedent payment of this Third Installment and its receipt shall become a condition of the Fourth Installment, (h) delivery of a copy of an executed note evidencing the deferred development fee, or (i) November 1, 2016.

(iv) the fourth Installment (the "Fourth Installment") in the amount of \$716,193 shall be payable on the later to occur of (a) receipt by the Investor Limited Partner of copies of the properly executed Forms 8609 with respect to all of the Buildings comprising the Project, (b) receipt of a properly recorded Extended Use Agreement, (c) Cost Certification, (d) determination by the Accountants of the Final Tax Credit Amount and the calculation of any adjustment required pursuant to Section 5.2 pursuant to Revised Economic Projections reasonably satisfactory to the Partners, (e) receipt by the Investor Limited Partner of a copy of the tax credit compliance audit report conducted by a qualified third-party firm approved by Investor Limited Partner and copies of the Tenant Income Certifications for each of the Qualified Tenants of the Project (the "Compliance Report"), (f) receipt of the Part 3 Approval, if not previously collected in connection with the payment of the Third Installment, (g) evidence the state review board of the Massachusetts Historical Commission has approved the nomination of the Francis Street-Fenwood Road National Register Historic District for listing on the National Register and evidence the State Historic Preservation Officer has made a nomination submission to NPS, (h) receipt of the NPS listing of the Francis Street-Fenwood Road National Register Historic District on the National Register of Historic Places, or (i) January 1, 2017. Notwithstanding the foregoing, if all of the conditions precedent to the payment of the Fourth Installment have been satisfied with the exception of condition (h), then the Investor Limited Partner shall pay to the Partnership the Fourth Installment less the amount of \$25,000, which amount shall be held back by the Investor Limited Partner pending satisfaction of condition (h).

Expense Reimbursement Contribution: In addition to the Capital Contributions of the Investor Limited Partner set forth above, concurrent with the payment of the First Installment, the Investor Limited Partner will also make a Special Capital Contribution in the amount of the actual legal and other professional costs of the Investor Limited Partner

incurred in connection with the Investor Limited Partner's admission to the Partnership, in an amount up to \$93,750 (the "Expense Reimbursement Contribution"). The proceeds of the Expense Reimbursement Contribution will be immediately disbursed by the Partnership to pay or to reimburse such expenses of the Investor Limited Partner.

As long as the Bond LOC is outstanding, if any Installment to be paid to the Partnership exceeds the amount then required to pay eligible costs of the Project, then such excess, per the requirements of Section 4.2 of the Bond LOC Reimbursement Agreement, shall be held in a separate account with the LOC Provider (the "Capital Contributions Account"), until there are eligible costs incurred that such remaining portion of the Installments may reimburse.

B. The obligation of the Investor Limited Partner to make each Installment (except as otherwise provided) is subject to each of the following conditions:

(i) The General Partners shall have properly completed, executed and delivered to the Investor Limited Partner a certificate relating to the appropriate remaining Installments (the "Payment Certificate"), in the forms attached hereto as **Exhibit D**, **Exhibit E**, and **Exhibit F** relating to the appropriate remaining Installments, dated the date such Installment is to be paid to the Partnership and attaching the Title Policy endorsement and any other materials referred to therein. In connection with the payment of each Installment, the Investor Limited Partner shall have the right to conduct a physical inspection of the Property to confirm the status of construction thereof or to determine that the condition of the Project is consistent with sound business practices in the geographic area in which the Project is located, including no deferred maintenance. The Investor Limited Partner shall conduct such inspection within ten (10) business days of the Investor Limited Partner's receipt of a Payment Certificate, *provided, however*, that the Investor Limited Partner will be deemed to waive such physical inspection requirement if the Investor Limited Partner does not make such inspection within ten (10) business days of the Investor Limited Partner's receipt of a Payment Certificate.

(ii) In the case of the First Installment, all Requisite Approvals to the admission of the Investor Limited Partner pursuant to this Agreement shall have been obtained and the Project shall have received a Credit Approval in the amount of at least \$886,025 per annum in Federal Low Income Tax Credits.

(iii) Each of the representations and warranties set forth in Section 6.5 shall be true and correct in all material respects.

(iv) No event shall have occurred which would permit the Investor Limited Partner to give an Election Notice under Section 5.3.

(v) From and after the date of the occurrence of an Event of Bankruptcy as to any General Partner, RTH or Urban Edge, the obligation of the Investor Limited Partner to pay the Installments shall be suspended, and such

obligation shall be reinstated only when such Event of Bankruptcy shall have been cured in a manner approved in writing by the Investor Limited Partner.

(vi) No Installment shall be payable unless all conditions for all prior Installments have been satisfied.

Section 5.2 Adjustment to Capital Contributions of Investor Limited Partner

The Capital Contribution of the Investor Limited Partner shall be subject to adjustment in the manner provided in this Section 5.2.

A. Federal Low Income Tax Credit Downward Basis Adjuster. If at any time and from time to time for any reason the Accountants shall determine that, or there shall be a Final Determination or Recapture Event pursuant to which, the Adjusted Aggregate Federal Low Income Tax Credit Amount properly allocable to the Investor Limited Partner during the Credit Period for all of the Buildings in the Project is or will be less than the Projected Aggregate Federal Low Income Tax Credit Amount, then the Capital Contribution of the Investor Limited Partner shall be reduced in the aggregate by the sum of (i) \$1.09 (the “Federal Low Income Tax Credit Downward Basis Adjustment Factor”) for each \$1.00 that the Adjusted Aggregate Federal Low Income Tax Credit Amount is less than the Projected Aggregate Federal Low Income Tax Credit Amount, (ii) the amount of any interest and/or penalties paid or payable by the Investor Limited Partner (or its participants) as a result of any Recapture Event affecting the foregoing calculation and (iii) 10% per annum commencing on the Admission Date and continuing until the payment of the amount of such reduction in full (for purposes of this clause (iii), any reduction effected by reduction in the amount of an Installment as provided in Section 5.2E shall be deemed to have been paid on the date on which such Installment shall actually become payable hereunder).

B. Federal Low Income Tax Credit Downward Timing Adjuster. If at any time and from time to time the Accountants shall determine that, or there shall be a Final Determination pursuant to which, the amount of the Federal Low Income Tax Credits properly allocable to the Investor Limited Partner is less than \$626,417 in 2016 or \$859,086 in 2017 (the “Federal Downward Timing Adjuster Target Amounts”), then the Capital Contribution of the Investor Limited Partner shall be reduced by \$0.65 for each \$1.00 that the Federal Low Income Tax Credits properly allocable to the Investor Limited Partner is less than \$626,417 in 2016 or \$859,086 in 2017. Notwithstanding the foregoing, however, (i) in the event that the Adjusted Aggregate Federal Low Income Tax Credit Amount shall vary from the Projected Aggregate Federal Low Income Tax Credit Amount in effect on the date of the Investment Closing, the Federal Downward Timing Adjuster Target Amounts for purposes of the preceding sentence shall be adjusted by the same percentage by which the Adjusted Aggregate Federal Low Income Tax Credit Amount varies from the Projected Aggregate Federal Low Income Tax Credit Amount and (ii) if 2017 is not the First Full Credit Year, comparable adjustments shall be made for any subsequent year which precedes the First Full Credit Year.

C. Federal Low Income Tax Credit Upward Basis Adjuster. If at any time and from time to time the Accountants shall determine or there shall be a Final Determination that the Adjusted Aggregate Federal Low Income Tax Credit Amount properly allocable to the Investor

Limited Partner during the Credit Period is greater than the Projected Aggregate Federal Low Income Tax Credit Amount, then the Capital Contribution of the Investor Limited Partner shall be increased, subject to the provisions of Section 5.2H below, by \$1.09 for each \$1.00 that the Adjusted Aggregate Federal Low Income Tax Credit Amount properly allocable to the Investor Limited Partner during the Credit Period is greater than the Projected Aggregate Federal Low Income Tax Credit Amount.

D. Federal Low Income Tax Credit Upward Timing Adjuster. If there shall be a Final Determination pursuant to which, the amount of the Federal Low Income Tax Credits properly allocable to the Investor Limited Partner is greater than \$626,417 in 2016 (the “Federal Upward Timing Adjuster Target Amount”), then the Capital Contribution of the Investor Limited Partner shall be increased, subject to the provisions of Section 5.2H below, by \$0.65 for each \$1.00 that the Federal Low Income Tax Credits properly allocable to the Investor Limited Partner is greater than \$626,417 in 2016. Notwithstanding the foregoing, however, in the event that the Adjusted Aggregate Federal Low Income Tax Credit Amount shall vary from the Projected Aggregate Federal Low Income Tax Credit Amount in effect on the date of the Investment Closing, the Federal Upward Timing Adjuster Target Amount for purposes of the preceding sentence shall be adjusted by the same percentage by which the Adjusted Aggregate Federal Low Income Tax Credit Amount varies from the Projected Aggregate Federal Low Income Tax Credit Amount.

E. Federal Historic Tax Credit Downward Basis Adjuster. If at any time and from time to time the Accountants shall determine that, or there shall be a Final Determination or Recapture Event pursuant to which, the amount of the Federal Historic Tax Credit properly allocable to the Investor Limited Partner (the “Actual Federal Historic Tax Credit Amount”) is less than \$2,707,919 then the Capital Contribution of the Investor Limited Partner shall be reduced in the following manner: (i) the reduction shall equal the sum of (1) \$0.95 for each \$1.00 that the Actual Federal Historic Tax Credit Amount is less than \$2,707,919, and (2) interest on the amount derived from the calculation described in the preceding clause (i)(1) at a rate of 10% per annum commencing on the Admission Date and continuing until the payment of the amount of such reduction in full (for purposes of this clause (i)(2), any reduction effected by reduction in the amount of an Installment as provided in Section 5.2H shall be deemed to have been paid on the date on which such Installment shall actually become payable hereunder).

F. Federal Historic Tax Credit Upward Basis Adjuster. If at any time and from time to time the Accountants shall determine that, or there shall be a Final Determination pursuant to which, the Actual Federal Historic Tax Credit Amount is greater than \$2,707,919, then the Capital Contribution of the Investor Limited Partner shall be increased, subject to Section 5.2H below, by \$0.95 for each \$1.00 that the Actual Federal Historic Tax Credit Amount is greater than \$2,707,919.

G. Federal Historic Tax Credit Timing Adjuster. If the Federal Historic Tax Credits with respect to the Project are not properly allocable to the Investor Limited Partner on or before December 31, 2016 (the “Federal Historic Tax Credit Delivery Date”), then the Capital Contribution of the Investor Limited Partner shall be reduced to an amount equal to the product of (i) the Actual Federal Historic Tax Credit Amount and (ii) \$0.95 minus \$0.01 for each

calendar month following the Federal Historic Tax Credit Delivery Date that the allocation of Federal Historic Tax Credits to the Investor Limited Partner are delayed.

H. Application of Adjustments.

(i) If, upon the occurrence of any determination or event giving rise to an adjustment in the Capital Contribution of the Investor Limited Partner under this Section 5.2 (aggregating and/or netting, as applicable, all concurrent adjustments applicable to the Investor Limited Partner under this Section 5.2), there is a net reduction in such Capital Contribution, then such net reduction shall be applied first to reduce the amount of the Second and Third Installments of the Capital Contribution of the Investor Limited Partner, in order, by a corresponding amount. If the net reduction exceeds the amount of such unpaid Installments, or if all Installments have previously been contributed, then the General Partners shall make a payment (a “Tax Credit Shortfall Payment”) to the Investor Limited Partner in the amount of such excess, on an After-Tax Basis, within seventy-five (75) days of the end of the calendar year in which the determination is made. Unless the treatment thereof as a Capital Contribution is approved in writing by the Investor Limited Partner (which approval shall be withheld by it only in cases where, in its reasonable discretion, it determines that such treatment could reduce the amount of Federal Low Income Tax Credits which would otherwise be allocable to the Investor Limited Partner under this Agreement), any such Tax Credit Shortfall Payment by the General Partners shall not constitute a Capital Contribution, loan or advance to the Partnership and shall not be reimbursable by the Partnership, but shall be treated as a payment by the General Partners to the Investor Limited Partner for breach of warranty by the General Partners to the Investor Limited Partner. If full payment of such excess amount is not received within such seventy-five (75) day period, the unpaid balance shall thereafter bear interest at the Designated Prime Rate. In the event any such Tax Credit Shortfall Payment is treated as a Capital Contribution in accordance with this paragraph, the payment thereof to the Investor Limited Partner shall be treated as a distribution by the Partnership to the Investor Limited Partner of the proceeds of such Capital Contribution.

(ii) If, upon the occurrence of any determination or event giving rise to an adjustment in the Capital Contribution of the Investor Limited Partner under this Section 5.2 (aggregating and/or netting, as applicable, all concurrent adjustments under this Section 5.2), there is a net increase in such Capital Contribution, then such net increase shall be paid at the time of the Fourth Installment, and if the Fourth Installment has already been paid, shall be paid by the Investor Limited Partner within seventy-five (75) days of the date of the determination in question. Notwithstanding the foregoing, however, the cumulative amount of any increases to the Capital Contribution of the Investor Limited Partner shall not exceed five percent (5%) of the Investor Limited Partner’s Net Capital Contribution.

I. Provisional Adjustments. If, upon receipt by the Investor Limited Partner of a Payment Certificate with respect to any Installment, the Investor Limited Partner shall have a reasonable basis to believe that the amount of such Installment would have been subject to reduction if the Accountants had made a current determination or projection under any of the preceding provisions of this Section 5.2, the Investor Limited Partner may so notify the General Partners within seven (7) business days of receipt of such Payment Certificate, and the General Partners shall thereupon engage the Accountants to make such determination or projection (unless the General Partners and Investor Limited Partner shall mutually agree upon the adjustments to be made). The amount of the Installment in question shall then be provisionally reduced in accordance with such projection or agreement; *provided, however*, that if the Accountants' subsequent determinations with respect to matters provisionally reduced under this paragraph shall vary from the determinations or mutual agreements described herein, then either (i) the Investor Limited Partner shall promptly pay to the Partnership the amounts, if any, by which the provisional reduction exceeded the reduction as subsequently determined or (ii) the amount, if any, by which the reduction as subsequently determined exceeded the provisional reduction shall be applied against future Installments or refunded as provided in Section 5.2H above. The due date for payment by the Investor Limited Partner of any Installment which shall become the subject of the procedure described in this paragraph shall be tolled pending determination of the provisional reduction (if any) as provided herein.

J. The obligations of the General Partners set forth in this Section 5.2 shall expire at the end of the Compliance Period and shall be guaranteed pursuant to that certain Guaranty Agreement of even date herewith. The obligations of the General Partners set forth in Section 6.9 of this Agreement expire upon the 5th anniversary of the later to occur of (i) the Development Obligation Date or (ii) achievement of 115% Debt Service Coverage Ratio for a period of twelve (12) consecutive calendar months and are limited in amount. The limitations imposed in Section 6.9 are separate and distinct from the obligations imposed under this Section 5.2 and should not be construed as limiting in any manner the duration or amount of the obligations described in this Section 5.2.

Section 5.3 Repurchase of Investor Limited Partner's Interest

A. The General Partners hereby agree to purchase the Interest of the Investor Limited Partner if any of the following events shall occur:

(i) Final Closing shall not have taken place on or before the date that is 24 months after the date of closing the Bond Loan, *provided, however*, that such date may be automatically extended for a period of up to twelve (12) months to the extent the expiration dates set forth in the Mortgage Loan Commitments shall have been extended beyond such date; or

(ii) at any time prior to the Development Obligation Date, (1) any action to foreclose any Mortgage shall have been commenced and such action is not terminated or withdrawn within sixty (60) days or a binding agreement with the holder(s) thereof to effect the same entered into within such period, and any notice of acceleration of indebtedness waived or withdrawn; (2) any action is commenced to foreclose any mechanics' or any other lien (other than the lien of

any Mortgage) against the Project and such action has not within sixty (60) days been either bonded against in such a manner as to preclude the holder of such lien from having any recourse to the Property or to the Partnership for payment of any debt secured thereby, or affirmatively insured against by the title insurance policy or an endorsement thereto issued to the Partnership by a reputable title insurance company (which insurance company will not have indemnity from or recourse against Partnership assets by reason of any loss it may suffer by reason of such insurance) in an amount satisfactory to Investor Tax Counsel; or (3) construction or operation of the Project shall have been enjoined by a final order (from which no further appeals are possible) of a court having jurisdiction and such injunction shall continue for a period of sixty (60) days; or

(iii) any of the Commitments is terminated, withdrawn or becomes unenforceable (except as a result of full performance thereof in accordance with its terms) and such Commitment is not reinstated (or replaced on terms at least as favorable to the Partnership) within thirty (30) days; or

(iv) a casualty occurs resulting in substantial destruction of more than 50% of the Project, or there is substantial destruction of less than 50% of the Project and the insurance proceeds (if any) are insufficient to restore the Project or the Project is not so restored within twenty-four (24) months following such casualty; or

(v) the Project shall become ineligible for 30% or more of the Projected Aggregate Federal Low Income Tax Credit Amount or the Actual Federal Historic Tax Credit Amount; or

(vi) the Partnership shall fail to achieve Breakeven within 24 months following the Completion Date; or

(vii) the Forms 8609 Receipt Date shall not have occurred within ten (10) business days of the due date (as the same may have been properly extended, if applicable) for filing of the Partnership's federal income tax returns for the first year of the Credit Period (unless such delay is, in the judgment of the Special Limited Partner, beyond the reasonable control of the General Partners); or

(viii) any Lender or Governmental Agency shall disapprove, or fail to give a required approval of, the Investor Limited Partner as a Partner of the Partnership; or

(ix) the Partnership shall fail to achieve the Completion Date by December 31, 2017; or

(x) a Disqualifying Event shall have occurred unless cured within a period of fifteen (15) business days (or such longer period as may be applicable thereto if such Disqualifying Event is an event otherwise described in any of the preceding clauses of this Section 5.3A).

B. If any such event set forth in Section 5.3A shall occur, the General Partners shall give notice to the Investor Limited Partner of the obligations of the General Partners hereunder to purchase its Interest (such obligation being herein called a “Purchase Obligation” and such notice the “Purchase Obligation Notice”) within fifteen (15) days after the occurrence of any event giving rise to such obligation. If the Investor Limited Partner elects to sell its Interest hereunder, it shall give the General Partners notice of such election (an “Election Notice”) within thirty (30) days after such Purchase Obligation Notice from the General Partners is received by the Investor Limited Partner (or, in the event that such Purchase Obligation Notice from the General Partners is not given, at any time after the occurrence of such event).

C. Within twenty (20) business days after delivery to the General Partners of an Election Notice from the Investor Limited Partner, the General Partners shall pay the Investor Limited Partner a purchase price (the “Purchase Price”) in cash (with interest thereon at an annual rate one percentage point above the Designated Prime Rate commencing on the fifth (5th) day following the date of such delivery) equal to (i) the sum of (a) 100% of the Investor Limited Partner’s Net Capital Contribution (whether or not theretofore paid-in to the Partnership), commencing on the Admission Date through the fifth (5th) day following the date of such delivery, *plus* (b) the actual out-of-pocket costs (including any legal, accounting and consulting fees and any interest or penalties) paid by the Investor Limited Partner in connection with any recapture of Tax Credits allocated to the Investor Limited Partner pursuant to this Agreement increasing at 10% per annum *less* (ii) the sum of (a) that portion of the Net Capital Contribution which has not theretofore been paid-in to the Partnership, (b) the amount of Cash Flow theretofore distributed by the Partnership in respect of the Investor Limited Partner’s Interest and (c) the amount of any Tax Credits allocable to the Interest which will not be recaptured as a result of the disposition of said Interest or otherwise.

D. Upon the giving of its Election Notice, the Investor Limited Partner shall have no further obligations under this Agreement, and the General Partners shall indemnify and defend the Investor Limited Partner and hold it harmless against any such obligations. The General Partners shall take all action and shall pay all costs necessary to enable the Investor Limited Partner to receive and retain the Purchase Price as against any creditor of any General Partner or the Partnership. Notwithstanding the purchase by the General Partners of the Interest of the Investor Limited Partner pursuant to Section 5.3A, to the extent permitted under the applicable provisions of the Code, the Investor Limited Partner shall be allocated any profits or losses and tax credits in respect of said Interest for the period prior to the date of the receipt by the Investor Limited Partner of payment therefor. Anything herein to the contrary notwithstanding, title to the Interest of the Investor Limited Partner shall not vest in the General Partners until payment in full of the Purchase Price therefor. Upon such payment, the General Partners shall forthwith cause an amendment hereto and to the Certificate and any other necessary papers to be executed, filed, recorded and published wherever required showing such substitution.

E. No agreement affecting the Project shall prevent the exercise by the Investor Limited Partner of its right to require the purchase by the General Partners of its Interest in the manner described in this Section 5.3.

F. The Investor Limited Partner shall have the right to waive its right to have its Interest repurchased at any time during which any of such rights shall be in effect. Any such

waiver shall be exercised by delivery to the General Partners of a written notice stating under which clause(s) of this Section it is waiving its right to have its Interest repurchased and that its rights thereunder are thereby irrevocably waived from that date forward.

G. Should any General Partner repurchase the Interest of the Investor Limited Partner pursuant to this Section 5.3, then the Special Limited Partner agrees to withdraw from the Partnership at the same time as the Investor Limited Partner's withdrawal is effective.

Section 5.4 Special Procedures for Disputes Concerning Payment of Certain Installments

A. If the Investor Limited Partner and General Partner are unable to resolve a dispute that may arise concerning whether or not the conditions to the payment of the Second, Third, Fourth or Fifth Installments have been met and, despite good faith negotiations between the Investor Limited Partner and the General Partner, such dispute remains unresolved, either the Investor Limited Partner or the General Partner may submit such matter to arbitration pursuant to this Section 5.5 provided that the following provisions shall apply:

(a) All arbitration hearings will be commenced within sixty (60) days of the demand for arbitration and completed within thirty (30) days of commencement.

(b) The judgment and the award, if any, of the arbitrator will be issued within fifteen (15) days of the close of the hearing.

(c) Subject to an overriding decision by the arbitrator, all reasonable costs and legal fees associated with the arbitration shall be borne by the General Partner, if the judgment of the arbitrator is in favor of the Investor Limited Partner, and by the Investor Limited Partner if the judgment of the arbitrator is in favor of the General Partner.

(d) If the judgment and award is in favor of the General Partner, the arbitrator shall retain jurisdiction of the matter to resolve any further disputes concerning the "Purchase Price Reductions" as defined below.

If the judgment and award of the arbitrator is in favor of the General Partner, the Investor Limited Partner shall have fifteen (15) days following the Investor Limited Partner's receipt of the arbitrator's award to pay all or that portion of the Installment in question found to be due by the arbitrator's judgment and award. If the Investor Limited Partner fails to make such payment on such date, at the General Partner's sole option to be exercised within 365 days of the date of the arbitrator's judgment and order, if the General Partner is able to obtain a replacement equity commitment for the Partnership, the Investor Limited Partner and Special Limited Partner shall transfer their entire Interests in the Partnership to the General Partner or its designee, without warranty, for a purchase price equal to the amount of Capital Contributions theretofore contributed to the Partnership by the Investor Limited Partner less the "Purchase Price Reductions". As used herein, the term "Purchase Price Reduction" shall mean the aggregate of the amount by which the total contributions made or to be made by the Investor Limited Partner to the Partnership exceeds the amount of total contributions agreed to be made by such

replacement limited partner and all other reasonable out-of-pocket expenses incurred by the General Partner in connection with the arbitrations and the solicitation of and negotiations with such replacement limited partner. The purchase price for the interest of the Investor Limited Partner and Special Limited Partner shall be payable to the Investor Limited Partner by the Partnership on a date determined by the General Partner in a written notice to the Investor Limited Partner, which dates shall not be more than 410 days following the judgment and award of the arbitrator. Except as provided for in this Section 5.5A, each party will bear its own costs and legal fees for any dispute that arises.

B. The Investor Limited Partner and General Partner agree that all disputes described in Section 5.5A above shall be submitted to arbitration with a mutually agreed upon arbitrator in Boston, Massachusetts, unless the Investor Limited Partner and General Partner mutually agree otherwise. If the Investor Limited Partner and General Partner fail to agree on an arbitrator within thirty (30) days of the respective party's demand, then the arbitrator shall be selected by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). If there is no JAMS in the Greater Boston, Massachusetts area, then the arbitration shall be administered by and in accordance with the applicable rules of the American Arbitration Association, and the laws of the State.

ARTICLE VI

RIGHTS, POWERS AND DUTIES OF THE GENERAL PARTNERS

Section 6.1 Restrictions on Authority

A. Notwithstanding any other provisions of this Agreement, the General Partners shall have no authority to perform any act in respect of the Partnership or the Project in violation of (i) any applicable law or regulation or (ii) any agreement between the Partnership and any Lender or Governmental Agency.

B. The General Partners shall not have any authority to do any of the following acts without the Consent of the Investor Limited Partner and any Requisite Approvals:

(i) to incur indebtedness for money borrowed on the general credit of the Partnership, except as specifically permitted by Article IX, or

(ii) following completion of construction of the Improvements, to construct any new capital improvements, or to replace any existing capital improvements if construction or replacement would substantially alter the use of the Project, or

(iii) to acquire any real property in addition to the Property (other than easements or similar rights necessary or convenient for the operation of the Project), or

(iv) to cause the Partnership to make any loan or advance to any Person (for purposes of this clause 6.1B(iv), accounts receivable in the ordinary course of

business from Persons other than the General Partner or its Affiliates shall not be deemed to be advances or loans), or

(v) to amend, modify or waive any term of the Mortgage Loan Documents, except non-material modifications of the Mortgage Loan Documents or other modifications that will not have a material adverse effect on the General Partner's or the Partnership's ability to perform its obligations hereunder and under the Mortgage Loan Documents, or

(vi) to lease any Low Income Unit to other than Qualified Tenants or otherwise operate the Project in such a manner or take any action which could cause any Low Income Unit to fail to be treated as a qualified low-income housing unit under Section 42(i)(3) of the Code or which would cause the recapture by the Partnership of any low-income housing credit under Section 42 of the Code, or

(vii) to enter into any material Project Document or to amend any Project Document, or to permit any party thereunder to waive any provision thereof, to the extent that the effect of such amendment or waiver would be to eliminate, diminish or defer any obligation or undertaking of the Partnership, the General Partners or their Affiliates which accrues, directly or indirectly, to the benefit of, or provides additional security or protection to, the Investor Limited Partner (notwithstanding that the Investor Limited Partner is neither a party to nor express beneficiary of such provision or was not a Partner when such provision became effective), or

(viii) to obtain, increase, refinance or materially modify any Mortgage Loan or to sell or convey the Project (or cause any Affiliate to sell or convey the Project) or any substantial portion thereof, except as provided in Article IX, and except that the General Partners may cause the Partnership to grant easements and similar rights affecting the Land to obtain utility services for the Project or for other purposes necessary or convenient for the operation of the Project, or

(ix) to cause the Partnership to commence a proceeding seeking any decree, relief, order or appointment in respect to the Partnership under the federal bankruptcy laws, as now or hereafter constituted, or under any other federal or state bankruptcy, insolvency or similar law, or the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for the Partnership or for any substantial part of the Partnership's business or property, or to cause the Partnership to consent to any such decree, relief, order or appointment initiated by any Person other than the Partnership, or

(x) to cause the Partnership to accept or receive any grant (unless otherwise expressly contemplated under the terms of this Agreement);

(xi) to pledge or assign any of the Capital Contribution of the Investor Limited Partner or the proceeds thereof (other than in connection with the construction phase of the Bond Loan), or

(xii) to amend any of the Related Agreements, or

(xiii) to permit the merger, termination or dissolution of the Partnership (unless otherwise expressly contemplated under the terms of this Agreement), or

(xiv) to dismiss the Accountants or to engage a new firm as Accountants, or

(xv) to approve any changes to the Plans and Specifications for the Project which would result, individually in a development cost increase or decrease in excess of \$50,000 or in the aggregate, in an overall development cost increase or decrease in excess of \$250,000 (*provided, however*, that any Consent of the Investor Limited Partner required under this clause (xiii) shall not be unreasonably withheld), or

(xvi) to take any action which would cause the Property or any part thereof to be treated as tax exempt use property within the meaning of Section 168(h) of the Code, or

(xvii) to take any action outside of the ordinary course of business of the Partnership.

C. The General Partners shall not (a) cause the Partnership to utilize Cash Flow to acquire interests in other Entities or (b) cause the Partnership to invest the proceeds of any sale or refinancing of the Project without the Consent of the Investor Limited Partner.

D. Any Partner may engage independently or with others in other business ventures of every nature and description including, without limitation, the ownership, operation, management, and development of real estate, regardless of whether such real estate directly competes with the Project, and neither the Partnership nor any Partner shall have any rights by reason of this Agreement in and to such independent ventures.

Section 6.2 Tax Matters Partner

A. The Managing General Partner (as defined in Section 6.3) is hereby designated as the Tax Matters Partner for the Partnership. Upon the Retirement of the Person serving as the TMP (the "Retired TMP"), the Partnership shall designate a successor TMP in accordance with Treasury Regulation Section 301.6231(a)(7)-1 or any successor Regulation, but such designee shall not become the TMP until the designation of such Person has been approved by Consent of the Investor Limited Partner. Such successor TMP shall notify the Service of its designation as such for such year as well as for all prior years for which the Retired TMP served in such capacity.

B. The TMP shall employ experienced tax counsel to represent the Partnership in connection with any audit or investigation of the Partnership by the Service, and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel shall be a Partnership expense and shall be paid by the Partnership. Such counsel shall be responsible for representing the Partnership; it shall be the responsibility of the General Partners and of the Investor Limited Partner, at their own expense, to employ tax counsel to represent their respective separate interests.

C. The TMP shall keep the Partners informed of all administrative and judicial proceedings, as required by Section 6223(g) of the Code, and shall furnish to each Partner who so requests in writing, a copy of each notice or other communication received by the TMP from the Service (except such notices or communications as are sent directly to such requesting Partner by the Service). All reasonable third party costs and expenses incurred by the TMP in serving as the TMP shall be Partnership expenses and shall be paid by the Partnership.

D. The TMP shall have no authority, without the Consent of the Investor Limited Partner, to (i) enter into a settlement agreement with the Service which purports to bind Partners other than the TMP, (ii) file a petition as contemplated in Section 6226(a) or 6228 of the Code, (iii) intervene in any action as contemplated in Section 6226(b) of the Code, (iv) file any request contemplated in Section 6227(b) of the Code, (v) enter into an agreement extending the period of limitations as contemplated in Section 6229(b)(1)(B) of the Code or (vi) take any other substantial action which would affect the Investor Limited Partner.

E. The relationship of the TMP to the Investor Limited Partner is that of a fiduciary, and the TMP hereby acknowledges its fiduciary obligation to perform its duties in such manner as will serve the best interests of the Partnership and the Investor Limited Partner.

F. The Partnership shall indemnify the TMP (including the officers and directors of a corporate TMP) against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of being the TMP, provided that the TMP acted in good faith, within what it reasonably believed to be in the best interests of the Partnership or its Partners. The TMP shall not be indemnified under this provision against any liability to the Partnership or its Partners to any greater extent than the indemnification allowed by Section 6.6 of this Agreement. The indemnification provided by this subparagraph shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Partners, or otherwise.

Section 6.3 Business Management and Control; Designation of Managing General Partner; Certain Rights of the Special Limited Partner

A. The General Partners shall have the exclusive right to manage the business of the Partnership in accordance with this Agreement. No Limited Partner shall have any authority or right to act for or bind the Partnership.

B. If at any time there is more than one General Partner, the powers and duties of the General Partners hereunder may be exercised in the first instance by one or more Managing

General Partners. Each Managing General Partner is hereby authorized to execute and deliver in the name and on behalf of the Partnership all such documents and papers (including any required by any Lender or Governmental Agency) as such Managing General Partner deems necessary or desirable in carrying out such duties hereunder. RTH Restoration Housing GP, Inc. is hereby designated as the initial Managing General Partner; if such Person shall become unable to serve in such capacity or shall cease to be a General Partner, the remaining General Partners may from time to time designate from among themselves by consent one or more substitute or additional Managing General Partners. If for any reason no designation is in effect, the powers of the Managing General Partners shall be exercised by the majority consent of the remaining General Partners. A designation of a successor as Managing General Partner or the designation of an additional Managing General Partner pursuant to Section 7.3 or 7.5 shall supersede any designation or other exercise of rights pursuant to this Section 6.3B.

C. In the event that (i) the Partnership is in material default of any of its obligations under the Project Documents, (ii) any General Partner, Developer or Guarantor is in default in any material respect under any of its obligations under this Agreement or any of the Related Agreements, (iii) a Recapture Event shall have occurred, (iv) a sole General Partner shall Retire, (v) an Event of Bankruptcy shall have occurred as to a General Partner, the Developer or any Guarantor or (vi) a General Partner or an Affiliate of a General Partner shall have committed fraud or breach of fiduciary duty, the Special Limited Partner may, at its election, give notice of such default or event to the then General Partners, if any, and, (a) in the case of a default, if such default is not cured within ten (10) business days (or cured within a reasonable time (not to exceed thirty (30) days) in the event it is impossible to cure such default within such ten (10)-day period, provided that the General Partners are diligently and in good faith seeking to cure such default and there has been no assignment of or institution of proceedings to foreclose any Mortgage), or (b) in the event of such Retirement, Recapture Event, Event of Bankruptcy, fraudulent act or fiduciary breach, promptly after the occurrence of such event, the Special Limited Partner or any Entity of which a majority of the stock or beneficial interest is owned, directly or indirectly, by the Special Limited Partner or Bank of America, may, with the Consent of the Investor Limited Partner, elect to become an additional General Partner with all the rights and privileges of a General Partner. The Special Limited Partner shall provide the General Partners with true and correct copies of the written instruments evidencing such Consent of the Investor Limited Partner within ten (10) days after the Special Limited Partner's receipt thereof. Upon such election by the Special Limited Partner or such Entity and such Consent, the Special Limited Partner or such Entity shall automatically become and shall be deemed a General Partner and each Partner hereby irrevocably appoints the Special Limited Partner (with full power of substitution) as the attorney-in-fact of such Partner for the purpose of executing, acknowledging, swearing to, recording and/or filing any amendment to this Agreement and the Certificate necessary or appropriate to confirm the foregoing. If the Special Limited Partner or such Entity shall become an additional General Partner as herein stated, its Interest shall not be increased thereby (except that the Special Limited Partner may assign its Interest to such Entity). In the event of the admission of the Special Limited Partner or such Entity as a General Partner pursuant to this Section 6.3, and if there are then any other General Partners, the Special Limited Partner or such Entity shall have managerial rights, authority and voting rights of 51% on any matters to be decided or voted upon by the General Partners or the Managing General Partner, as the case may be, and the rights and authority of the remaining General Partners or the Managing General Partner, as the case may be, shall be deemed equally divided among them.

Section 6.4 Duties and Obligations of the General Partners

A. The General Partners shall use their reasonable best efforts to carry out the purposes, business and objectives of the Partnership, and shall devote to Partnership business such time and effort as may be reasonably necessary to (i) supervise the activities of the Management Agent, (ii) make inspections of the Project to determine if the Project is being properly maintained and that necessary repairs are being made thereto, (iii) prepare or cause to be prepared all reports of operations which are to be furnished to the Partners or to any Lender or Governmental Agency, (iv) with the Consent of the Investor Limited Partner, elect to defer the commencement of the Credit Period for all or any portion of the low-income housing tax credit allowable to the Partners under Section 42(g) of the Code, to the extent that any such deferral may be in the best economic interest of the Investor Limited Partner, (v) cause the Project to be insured in accordance with the requirements set forth in **Exhibit C**, and (vi) cause the Partnership and the Project to comply in all material respects with each of the representations and covenants of the applicant set forth in the Tax Credit Application.

B. Subject to the Project Documents and the requirements of Section 42 of the Code, the General Partners shall use reasonable efforts consistent with sound management practice and as set forth in Section 2.3 to maximize income produced by the Project, including, if necessary, seeking any necessary approvals of, and implementing, appropriate adjustments in the rent schedule of the Project to at least 90% of the maximum allowable rents under Section 42 of the Code.

C. The General Partners shall timely execute and record in the appropriate filing office an Extended Use Agreement. The General Partners shall hold for occupancy such percentage of the apartments in the Project in such a manner as to qualify the entire Project as a qualified low income housing project under Section 42(g) of the Code as interpreted from time to time in regulations and rulings promulgated thereunder. The General Partners shall not take any action which would cause the termination or discontinuance of the qualification of the Project as a “qualified low income housing project” under Section 42(g) of the Code or which would cause the recapture of any Tax Credits without the Consent of the Investor Limited Partner.

D. The General Partners shall prepare and submit to the Secretary of the Treasury (or any other Governmental Agency 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 Tax Credits to the extent contemplated under this Agreement and (ii) unless the Consent of the Investor Limited Partner is received to act otherwise in a particular instance, to avoid recapture of Tax Credits for failure to comply with the requirements of Section 42 of the Code or other applicable law.

E. Except as provided in or contemplated by the Project Documents and the Commitments in existence at Investment Closing, the General Partners agree that neither they nor any Related Person will at any time bear the Economic Risk of Loss for payment or performance of any Mortgage Loan after Permanent Mortgage Commencement. Each General Partner agrees that it will not cause any Limited Partner at any time to bear the Economic Risk of Loss for payment or performance under any Note or Mortgage after Permanent Mortgage

Commencement. Each Limited Partner agrees not to take any action which would cause it to bear the Economic Risk of Loss for payment of any Mortgage Loan after Permanent Mortgage Commencement.

F. The General Partners shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in their immediate possession or control. The General Partners shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the Partnership.

G. No General Partner shall contract away the fiduciary duty owed at common law to the Limited Partners.

H. The General Partners shall be solely responsible for the following:

- (1) analyzing the Qualified Allocation Plan (“QAP”) for targeted areas within a state;
- (2) identifying potential land sites and analyzing the demographics of potential sites;
- (3) analyzing a site’s economy and forecasting future growth potential;
- (4) determining the site’s zoning status and possible rezoning strategies;
- (5) contacting local government officials concerning access to utilities, public transportation and local ordinances;
- (6) performing environmental tests;
- (7) negotiating the purchase of the Land and the financing therefor;
- (8) causing the Partnership to acquire the Land;
- (9) processing necessary documentation with the Credit Agency in connection with the Tax Credits;
- (10) arranging the permanent mortgage financing for the Project; and
- (11) arranging for the admission to the Partnership of the Investor Limited Partner and the Special Limited Partner.

In consideration for its services set forth in this Section 6.4H, the General Partners have received their interests in the profits of the Partnership as set forth in Section 10.3. The General Partners shall not assign any of these duties to the Developer.

I. The General Partners shall (i) not store (except in compliance with applicable Hazardous Waste Laws) or dispose of any Hazardous Material at the Project; (ii) neither directly nor indirectly transport or arrange for the transport of any Hazardous Material to, at or from the Project (except in compliance with applicable Hazardous Waste Laws); (iii) provide the Limited

Partners with written notice (x) upon any General Partner's obtaining knowledge of any potential or known release, or threat of release, of any Hazardous Material at or from the Project; (y) upon any General Partner's receipt of any notice to such effect from any federal, state, or other Governmental Agency and (z) upon any General Partner's obtaining knowledge of any incurrence of any expense or loss by any such Governmental Agency in connection with the assessment, containment, or removal of any Hazardous Material for which expense or loss any General Partner may be liable or for which expense or loss a lien may be imposed on the Project.

J. Subject to the terms and conditions of the Right of First Refusal Agreement, if requested to do so by the Investor Limited Partner at any time after the Compliance Period, the General Partners shall use their best efforts to sell or refinance the Project on terms acceptable to the Investor Limited Partner. One such action may be to submit a written request to the Credit Agency of the State to find a Person to acquire the Partnership's interest in the Project and/or take such other action permitted or required by the Code as the Investor Limited Partner may reasonably request to effect a sale of the Project pursuant to a "qualified contract" under Section 42(h)(6)(F) of the Code or to terminate the Extended Use Agreement. Any proposal either from the Credit Agency or from another buyer of the Project which is acceptable to the Investor Limited Partner shall be accepted by the Partnership.

K. In the event that the Investor Limited Partner shall give notice to the General Partners that in the reasonable judgment of the Investor Limited Partner depreciation deductions will no longer be allocated to the Investor Limited Partner as a result of the treatment of the Development Amount and accrued interest thereon or any other Partnership indebtedness as a recourse obligation ("Related Party Financing"), then the General Partners shall take all such action as may be necessary to assure that any outstanding balance of such Related Party Financing shall constitute a Partnership Nonrecourse Liability and the Investor Limited Partner shall give its Consent to allow the General Partners to take all necessary action, provided such action does not have any negative tax consequences for the Partnership or the Investor Limited Partner. One such action may be the assignment of the outstanding balance of such Related Party Financing to an Entity which is not a Related Person.

L. The General Partners shall cause all leases of Units in the Project to contain a provision obligating tenants to notify the Management Agent immediately of any suspected water leaks, moisture problems or mold in Units or common areas of the Project. In addition, the General Partners shall furnish such reports and implement such actions, if any, required under the provisions of Section 12.1N.

M. At the sole cost and expense of the Partnership, the General Partners shall cause the Project to be insured in accordance the requirements set forth below and in **Exhibit C** and shall cause the Partnership to obtain and maintain such other coverage as may be required from time to time by any Lender under the Mortgage Loan Documents or as may be reasonably required from time to time by the Limited Partners in order to comply with regular requirements and practices of the Limited Partners in similar transactions including, without limitation if and to the extent required by the Limited Partners, wind insurance and earthquake insurance, so long as any such insurance is generally available at commercially reasonable premiums as determined by the Limited Partners from time to time. Such policies shall include, at a minimum, the following:

(i) Insurance against casualty to the Property under a policy or policies covering such risks as are presently included in “special form” (also known as “all risk”) coverage, including such risks as are ordinarily insured against by similar businesses, but in any event including fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke, vandalism, malicious mischief and acts of terrorism. Such insurance will list “*Bank of America, N.A., a national banking association, as Investor Limited Partner, Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as Special Limited Partner, and each of their successors and assigns, as their interests may appear*” as additional named insureds and loss payees. Unless otherwise agreed in writing by Limited Partner, such insurance will be for the full insurable value of the Property, with a deductible amount, if any, in accordance with the standards set forth in **Exhibit C** and satisfactory to the Investor Limited Partner. No policy of insurance will be written such that the proceeds thereof will produce less than the minimum coverage required hereunder by reason of co-insurance provisions or otherwise. The term “full insurable value” means 100% of the actual replacement cost of the Property (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items). Such insurance will also include:

(a) personal property coverage for building and contents owned by the Partnership, all subject to a maximum \$10,000 deductible amount;

(b) rent loss insurance in an amount equal to annual rental income;
and

(c) boiler and machinery insurance on a comprehensive form basis, including repair and replacement coverage and rent loss coverage meeting the requirements of subparagraph (b) above with mechanical breakdown extension, provided that such boiler and machinery insurance is not necessary if the Project does not contain a boiler or other machinery which is covered by such insurance, or the perils which are insured by such boiler and machinery insurance are covered by other insurance maintained by the Partnership and such coverage is demonstrated to Limited Partner’s reasonable satisfaction.

(ii) Comprehensive (also known as commercial) general liability insurance on an “occurrence” basis against claims for “personal injury” liability and liability for death, bodily injury and damage to property, products and completed operations, in limits satisfactory to Lender with respect to any one occurrence and the aggregate of all occurrences during any given annual policy period, with a minimum combined single limit of \$5,000,000. Such insurance will list “*Bank of America, N.A., a national banking association, as Investor Limited Partner, Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as Special Limited Partner, and each of their successors and assigns, as their interests may appear*” as additional named insured’s and loss payees.

(iii) During any period of construction upon the Property, the General Partners will cause the Partnership to maintain, or cause others to maintain, builder's risk insurance (non-reporting form) of the type customarily carried in the case of similar construction for 100% of the full replacement cost of work in place and materials stored at or upon the Property.

(iv) If at any time any portion of any structure on the Property is insurable against casualty by flood and is located in a Special Flood Hazard Area under the Flood Disaster Protection Act of 1973, as amended, a flood insurance policy in form and amount acceptable to Limited Partner but in no amount less than the amount sufficient to meet the requirements of applicable Law as such requirements may from time to time be in effect.

(v) Loss of rental value insurance or business interruption insurance in an amount acceptable to Limited Partner, for a minimum 12 month period, or until the Units have been brought back to their original state, plus an extended period of indemnity for at least three (3) additional months to re-lease the repaired Units.

(vi) In addition to the foregoing, the General Partners will cause the Builder to provide and maintain comprehensive (commercial) general liability insurance and workers' compensation insurance for all employees of the Builder meeting, respectively, the requirements hereunder.

Each policy of insurance (i) must be issued by one or more insurance companies each of which must have an A.M. Best's Company financial and performance rating of A-IX or better and be qualified or authorized by the Laws of the State to assume the risks covered by such policy, (ii) must provide that such policy will not be canceled or modified without at least 30 days prior written notice to Investor Limited Partner, and (iii) will provide that any loss otherwise payable thereunder will be payable notwithstanding any act or negligence of the Partnership or the General Partners which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment. The General Partners may satisfy any insurance requirement hereunder by providing one or more "blanket" insurance policies, subject to the Investor Limited Partner's approval in each instance as to limits, coverages, forms, deductibles, inception and expiration dates, and cancellation provisions.

N. The General Partners shall review regularly all of the insurance coverages to insure that all such policies are in effect and in compliance with the terms of this Agreement and the Mortgage Loan Documents. The General Partners will cause the Partnership to promptly pay all premiums when due on such insurance and, not less than 15 days prior to the expiration dates of each such policy, the General Partners will deliver to the Investor Limited Partner acceptable evidence of insurance, such as a renewal policy or policies marked "premium paid" or other evidence satisfactory to the Investor Limited Partner reflecting that all required insurance is current and in force. The General Partners will immediately give written notice to the Investor Limited Partner of any cancellation of, or change in, any insurance policy. From time to time following the Admission Date, the General Partners shall deliver to the Special Limited Partner such further certificates or memoranda of insurance as the Special Limited Partner may

reasonably require to confirm that such insurance and notice provisions with respect to insurance under this Agreement have been complied with. The Investor Limited Partner will not, because of accepting, rejecting, approving or obtaining insurance, incur any liability for (i) the existence, nonexistence, form or legal sufficiency thereof, (ii) the solvency of any insurer, or (iii) the payment of losses.

O. The General Partners shall have the following duties and obligations with respect to a casualty or condemnation affecting all or a portion of the Project:

(i) In the event of any fire or other casualty to the Project (or any portion thereof) or any eminent domain or similar proceedings resulting in any condemnation or taking of the Project (or any portion thereof), the General Partners will promptly give the Investor Limited Partner written notice thereof. To the extent Net Proceeds are available for rebuilding or restoration (net of expenses reasonably incurred in obtaining such proceeds and subject to the rights and any applicable approval of the Lenders), the General Partners will rebuild or restore the Project, as the case may be, in such a manner as will as fully as possible implement the Initial Economic Projections. Any Net Proceeds that are not fully expended in such rebuilding or restoring will constitute Capital Transaction proceeds. In connection with any such rebuilding or restoring, the General Partners will seek legal, tax, and accounting counsel and take all necessary or advisable steps to preserve as fully as possible the Initial Economic Projections.

(ii) Notwithstanding the provisions of subparagraph (i) above, if it is impossible or unlikely that rebuilding or restoring the Project (or the affected portion thereof) can be accomplished with the Insurance Proceeds or Condemnation Awards available therefor, or if the projected tax benefits to the Investor Limited Partner from rebuilding or restoring the Project would be substantially equivalent to or less than the tax benefits to Investor Limited Partner without rebuilding or restoring the Project, then, subject to the provisions of subparagraph (iii) below, the General Partners will refrain from rebuilding or restoring the Project and proceed to utilize any Net Proceeds as proceeds of a Capital Transaction.

(iii) The Investor Limited Partner, by written notice to the General Partners, may elect to cause the Partnership to rebuild or restore the Project (or the affected portion thereof) under the circumstances described in subparagraph (ii) if the reason that subparagraph (ii) is applicable is because it is impossible or unlikely that rebuilding of the Project can be accomplished with the amount of the Insurance Proceeds or Condemnation Proceeds available therefor provided and on the condition that the Investor Limited Partner agrees to provide such additional amounts as the Investor Limited Partner may deem necessary to cover such deficit. In such event, the General Partners will rebuild or restore the Project as provided in subparagraph (i) above to the extent feasible given the amount of funds available for such rebuilding or restoring. Any funds provided by the Investor Limited Partner under this subparagraph (iii) will be deemed to be

additional Capital Contributions to the Partnership by the Investor Limited Partner which will have a priority return as set forth in Sections 10.1A and 10.1B.

(iv) In the event of any casualty or taking of the Project or any portion thereof, except under circumstances in which portions of the Project are unaffected by the casualty or condemnation or are rebuilt or restored as contemplated under this Section 6.4O, the General Partners will, unless the Investor Limited Partner consents in writing to an alternative proposal, proceed to terminate and liquidate the Partnership, sell Partnership assets, repay indebtedness, and distribute proceeds of Capital Transactions to the Partners as provided in Section 10.2. In the event of a rebuilding or restoration, the General Partners will have no obligation to enter into construction or rehabilitation contracts at a price exceeding the amount of the Net Proceeds available for rebuilding or restoring.

(v) Nothing contained in this Section 6.4O will be construed to affect the General Partners' liability for any failure to provide insurance to the full extent required under this Agreement. Notwithstanding the provisions of this Section 6.4O, the General Partner and Guarantor shall be responsible for the costs of rebuilding or restoring the Project as a result of any uninsured casualty. For purposes of this Section 6.4O, any casualty loss which is uninsured because the General Partner requested and the Investor Limited Partner approved a waiver from the insurance requirements set forth in this Agreement, shall be deemed to be an uninsured casualty for which the General Partner and the Guarantor shall be solely responsible.

(vi) The General Partners acknowledge that the Investor Limited Partner will not be obligated to approve any Mortgage Loan Document which restricts the use of Insurance Proceeds and Condemnation Awards regarding restoration and reconstruction of the Project in a manner which is inconsistent with the provisions of this Section 6.4).

P. If accelerated or "bonus" depreciation is available to the Partnership for the year in which site improvements or personal property are placed in service, the General Partners on behalf of the Partnership will make the appropriate election to opt out of such "bonus" depreciation provisions.

Section 6.5 Representations, Warranties and Covenants

A. The General Partners hereby represent and warrant to the Investor Limited Partner that the following are true as of Investment Closing, will be true on the due date for payment of each Installment and at all times hereafter:

(i) The Partnership is a duly organized limited partnership validly existing under the laws of the State and has complied with all recording requirements with each proper Governmental Agency necessary to establish the limited liability of the Limited Partners as provided herein.

(ii) No litigation or proceeding against the Partnership, any General Partner or RTH nor any other litigation or proceeding directly affecting the Project, is pending before any court, administrative agency or other Governmental Agency which would, if adversely determined, have a material adverse effect on the Partnership, any General Partner or RTH or their respective businesses or operations, except for such matters as to which the likelihood of such a determination adverse to the Partnership is, in the opinion of Partnership Counsel or other counsel acceptable to the Investor Limited Partner, remote.

(iii) No default by any General Partner, any Affiliate thereof having any relationship with the Project, or the Partnership, in any material respect has occurred or is continuing (nor has there occurred any continuing event which, with the giving of notice or the passage of time or both, would constitute such a default in any material respect) under any of the Project Documents.

(iv) The Project Documents are in full force and effect (except to the extent fully performed in accordance with their respective terms).

(v) All accounts and reserves are fully funded to the extent currently required by the Project Documents and this Agreement.

(vi) Except for carve-outs in the Mortgage Loan Documents related to situations involving fraud or willful misrepresentation, the failure to pay taxes, the misappropriation of funds, and similar commercially reasonable exceptions that are standard in transactions of this type, no Partner, nor any related person, bears any Economic Risk of Loss with respect to any of the Mortgage Loans or, with the exception of any Deferred Development Amount, any other indebtedness incurred by the Partnership.

(vii) All building, zoning and other applicable certificates, permits, approvals and licenses necessary to permit the rehabilitation, repair, use, occupancy and operation of the Project have been obtained (other than prior to completion of the Project or a specified portion thereof, such as will be issued only after the completion of the Project or such specified portion thereof) and neither the Partnership nor any General Partner has received any notice or has any knowledge of any violation with respect to the Project of any law, rule, regulation, order or decree of any Governmental Agency having jurisdiction which would have a material adverse effect on the Project or the construction, use or occupancy thereof, except for violations which have been cured and notices or citations which have been withdrawn or set aside by the issuing agency or by an order of a court of competent jurisdiction.

(viii) The Partnership owns the fee simple interest in the Property and has good and marketable title thereto, free and clear of any liens, charges or encumbrances other than the Mortgages, matters set forth in the Title Policy delivered at Investment Closing, encumbrances the Partnership is permitted to create under Sections 2.4 and 6.1, and mechanics' or other liens which have been

bonded or insured against in such a manner as to preclude the holder of such lien or such surety or insurer from having any recourse to the Property or the Partnership for payment of any debt secured thereby. None of the liens, charges, encumbrances or exceptions set forth in the Title Policy delivered at Investment Closing has or will have a material adverse effect upon the construction or operation of the Project.

(ix) The execution and delivery of all instruments and the performance of all acts heretofore or hereafter made or taken or to be made or taken, pertaining to the Partnership or the Property by any General Partner or an Affiliate thereof which is an Entity have been or will be duly authorized by all necessary action, and the consummation of any such transactions with or on behalf of the Partnership will not constitute a breach or violation of, or a default under, the organizational documents of any such Entity or any agreement by which any such Entity or any of its properties is bound, nor constitute a violation of any law, administrative regulation or court decree. Each such Entity is duly organized and validly existing under the law of the state of its organization.

(x) No General Partner is in default in any material respect in the observance or performance of any provision of this Agreement to be observed or performed by such General Partner.

(xi) The Related Agreements are in full force and effect and no default by any party thereto (other than the Investor Limited Partner or its Affiliates) has occurred or is continuing thereunder (nor has there occurred any event which, with the giving of notice or the passage of time, or both, would constitute such a default in any material respect thereunder).

(xii) The Project will qualify for Federal Low Income Tax Credits and State Historic Tax Credits and, on and after the Completion Date, as a “qualified low-income housing project” under Section 42(g) of the Code and all Low Income Units in the Project will qualify as “low income units” under Section 42(i)(3) of the Code.

(xiii) No Event of Bankruptcy has occurred and is continuing with respect to the Partnership, the General Partner or RTH.

(xiv) The Project will be operated so that it will meet (and an appropriate election has been or will be made with respect to) the “40-60” set-aside test set forth in Section 42(g)(1)(B) of the Code (the “**Minimum Set-Aside Test**”) as of the dates established by Section 42(g)(3) of the Code and at all times thereafter through the end of the Compliance Period. The Partnership will elect to treat all of the Buildings comprising the Project as a single project for purposes of satisfying the Minimum Set-Aside Test.

(xv) All tax returns, financial statements, Schedules K-1 and reports due under Sections 12.1B and 12.1F have been properly filed and/or transmitted, as applicable.

(xvi) Except as otherwise disclosed in the Environmental Reports, no General Partner, Affiliate of a General Partner, or Person for whose conduct any General Partner is or was responsible has ever: (i) directly or indirectly transported, or arranged for transport, of any Hazardous Material to, at or from the Project (except if such transport was or is at all times in compliance with applicable Hazardous Waste Laws); (ii) caused or was legally responsible for any release or threat of release of any Hazardous Material at the Project; (iii) received notification from any federal, state or other Governmental Agency of (x) any potential, known, or threat of release of any Hazardous Material from the Project; or (y) the incurrence of any expense or loss by any such Governmental Agency or by any other Person in connection with the assessment, containment, or removal of any release or threat of release of any Hazardous Material from the Project.

(xvii) Except to the extent disclosed in the Environmental Reports, to the best of the General Partners' knowledge, no Hazardous Material was ever or is now stored on, transported or disposed of on the Land (except to the extent any such storage, transport or disposition was at all times in compliance with all Hazardous Waste Laws).

(xviii) No General Partner, Affiliate of a General Partner, shareholder of a General Partner, director of a General Partner, officer of a General Partner or manager of a General Partner has ever (i) been convicted of a crime; (ii) had a judgment entered against them for fraud, willful misconduct or breach of fiduciary duty; or (iii) been sanctioned by HUD, the Securities and Exchange Commission or any other government agency.

(xix) There are currently no criminal or civil actions or administrative proceedings pending against the General Partners or their Affiliates, shareholders, directors, officers or managers.

(xx) The Adjusted Aggregate Federal Low Income Tax Credit Amount shall be at least \$8,590,858.

(xxi) Each of the representations and disclosures made by the Partnership to the Credit Agency in the Tax Credit Application upon which the Credit Agency's Credit Approval were based, is true and correct as of the date hereof. Each of the covenants, agreements, and conditions contained in the Credit Application and the Credit Approval have been duly performed or satisfied by the Partnership or the General Partners, as applicable, to the extent that performance of any such covenant or agreement or satisfaction of any conditions is required on or prior to the date hereof, and the General Partners have no reason to believe that the covenants, agreements, and conditions required to be performed or satisfied after the date hereof will not be performed or satisfied in a timely manner.

(xxii) No employees shall be engaged by the Partnership.

(xxiii) Fifty percent (50%) or more of the aggregate basis of each Building and the Land attributable thereto will be financed with an obligation the interest on which is exempt from tax under Section 103 of the Code and which is within the State's volume cap as provided in Section 146 of the Code, and the General Partner has not and will not redeem any Bonds or repay any portion of the Bond Loan until the Completion Date has occurred and the Partnership has achieved Fifty Percent Test Qualification.

(xxiv) The fees payable by the Partnership to the General Partner or its Affiliates, as set forth herein or the other Project Documents, are reasonable in amount and ordinary and customary in nature for the services to be provided, reflect the value of the services to which the fees relate, and are consistent with those paid in other similar projects of which the General Partner and its Affiliates have knowledge. Such fees have been or will be disclosed to the Credit Agency for the purpose of the determination by the Credit Agency of the financial feasibility and viability of the Property pursuant to Section 42(m)(2) of the Code.

(xxv) None of the Mortgage Loans is subject to covenants requiring maintenance of specified debt service coverage or loan-to-value ratios.

(xxvi) None of the General Partners nor any of their controlling principals are on the list of Specially Designated Nationals and Blocked Persons promulgated by the U.S. Department of Treasury.

(xxvii) No Disqualifying Event has occurred and is continuing.

(xxviii) The General Partners shall cause the Partnership to:

(a) maintain its books and records separate from those of any other Person or Entity, including the General Partners or any Affiliates of the Partnership;

(b) except as specifically permitted by the Project Documents, not commingle assets with those of any other Entity, including its General Partners or any Affiliates of the Partnership;

(c) conduct its own business in its own name or the name of the Project so as not to mislead others as to the identity of such Entity;

(d) maintain separate financial statements from any other Person or Entity, including the General Partners or any Affiliates of the Partnership;

(e) except as specifically permitted by the Project Documents or this Agreement, pay its own liabilities out of its own funds;

(f) observe all partnership formalities including without limitation holding all meetings and obtaining all consents required by this Agreement;

(g) maintain an arm's-length relationship with its Affiliates;

(h) except as specifically permitted by the Project Documents, not guarantee or become obligated for the debts of any other Entity or hold out its credit as being available to satisfy the obligations of others, including the General Partners or any Affiliates of the Partnership;

(i) allocate fairly and reasonably any overhead for shared office space or other similar expenses;

(j) use invoices and checks separate from any other Person or Entity, including the General Partners or any Affiliates of the Partnership; and

(k) hold itself out as and operate as an Entity separate and apart from any other Entity, including the General Partners or any Affiliates of the Partnership.

(xxix) There will be no real estate transfer taxes due to the State or any other Governmental Agency as a result of the admission of the Investor Limited Partner to the Partnership or any subsequent direct or indirect Transfer of ownership interests in the Investor Limited Partner.

(xxx) The General Partners represent that the land that is the subject of the Environmental Reports is the same land that is described in Schedule A of the Title Policy.

(xxxi) The General Partners will give prompt notice to the Investor Limited Partner of any casualty or any condemnation or threatened condemnation of the Property. The General Partners will diligently assert the Partnership's rights and remedies with respect to each claim and to promptly pursue the settlement and compromise of each claim subject to the Consent of the Investor Limited Partner, which Consent will not be unreasonably withheld or delayed.

(xxxii) Except with the Consent of the Limited Partner, and subject to the rights of any Lender, Net Proceeds will be utilized for the restoration of the Property. Unless otherwise required by Lender, Net Proceeds pending the restoration of the Property, together with any other funds deposited with the Investor Limited Partner for that purpose, must be deposited in an interest-bearing account approved of by the Investor Limited Partner.

(xxxiii) Neither the General Partners nor the Partnership will do or permit to be done anything that would affect the coverage or indemnities provided for pursuant to the provisions of any insurance policy, performance bond, labor and

material payment bond or any other bond given in connection with the construction of the Improvements.

(xxxiv) The General Partner's two shareholders are RTH and Urban Edge. RTH and Urban Edge are qualifying corporations under Section 501(c)(3) of the Code and are exempt from tax under Section 501(a) of the Code. Thus, all of the interests in the General Partner are owned by a qualified nonprofit corporation. One of the stated tax-exempt purposes of each of RTH and Urban Edge is the fostering of affordable housing in the geographic area in which the Project is located.

(xxxv) RTH is a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code.

(xxxvi) A determination will be made that the Francis Street-Fenwood Road National Register Historic District is an historic district listed on the National Register of Historic Places and that the Buildings contribute to the historic character of this district. The construction and rehabilitation of the Project is being completed in compliance with the Part 2 Approval and the Partnership will continue to comply with all conditions to the Part 2 Approval.

(xxxvii) The QREs incurred during the 24-month period ending on date that the Buildings are placed in service (the "Measuring Period") are expected to exceed the greater of (i) \$6,000 or (ii) the adjusted basis (within the meaning of Section 47(c)(1)(C)(i) of the Code) of the Building and its structural components as of the first day of the Measuring Period.

(xxxviii) Substantially all of the expenditures included in the calculation of the Qualified Rehabilitation Expenditures are expected to be properly chargeable to a capital account for commercial real property (or an addition or improvement thereto) for which depreciation is allowable under Section 168 of the Code.

(xxxix) Neither the Partnership nor any Affiliate has used for personal or business purposes or placed in service any portion of any of the rehabilitation improvements to the Project on or prior to the date of Investment Closing.

(xl) As of the date of Investment Closing, any rehabilitation improvements undertaken at the Project were not in a condition or state of readiness for their operation or occupancy as residential space; without limiting the generality of the foregoing, as of the date of Investment Closing, (i) the Building was not placed in service with respect to the rehabilitation improvements, and (ii) the Project had not received a certificate of occupancy permitting the use and operation of such improvements for their intended purpose.

(xli) The Building was placed in service at least once by a prior owner before the beginning of the rehabilitation of the Project by the Partnership.

(xlii) The Qualified Rehabilitation Expenditures that form or will form the basis for the Federal Historic Tax Credits do not or will not include (i) any expenditure with respect which a method other than the straight-line method of depreciation over a recovery period determined under Section 168(c) or (g) of the Code (as modified by Section 251(d)(4) of the Tax Reform Act of 1986) will be used, (ii) the cost of acquiring the Building, or (iii) the cost of any enlargement of the Building, excluding any increase in floor space resulting solely from interior remodeling.

(xlili) Each Low Income Unit satisfies and will continue to satisfy HUD's Housing Quality Standards under Section 8 of the Housing Act and will continue to satisfy the requirements thereof throughout the terms of the Subsidy Contract.

(xliv) All of the Units in the Project have benefitted from the HAP Contract since 1984.

(xlv) Prior to its acquisition by the Partnership, none of the Buildings was previously placed in service by the Partnership or by any "related person" (as such term is defined in Section 42(d)(2)(D)(ii) of the Code).

(xlvi) The Seller is not, and never has been, a "related person" (as such term is defined in Section 42(d)(2)(D)(ii) of the Code).

(xlvii) All of the representations and warranties set forth in the Closing Certificate are true and correct.

(xlviii) If as of the Completion Date, the percentage of the aggregate basis of the land and buildings (including site improvements) funded from the tax-exempt bond proceeds of the Bond Loan would be less than 50% (as defined for purposes of Section 42(h)(4)(B) of the Code), the Development Amount determined pursuant to Section 5.A of the Development Agreement shall be reduced to the extent necessary to assure that such percentage would be not less than 50% as of such date.

Section 6.6 Indemnification

A. Each General Partner (including any Retired General Partner) shall be indemnified by the Partnership against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by him or it in connection with the Partnership, provided that the same were not the result of negligence or misconduct on the part of any General Partner or any of its "Designated Affiliates" (as such term is defined in Section 6.7B) and were the result of a course of conduct which such General Partner, in good faith, determined was in the best interest of the Partnership. Any indemnity under this Section 6.6A shall be provided out of and to the extent of Partnership assets only, and no Limited Partner shall have any personal liability on account thereof; provided, however, that no indemnification shall be provided for any losses, liabilities or expenses arising from or out of any alleged violation of federal or state securities laws unless (i) there has been a successful adjudication on the merits of

each count involving alleged securities law violations as to the particular indemnitee and the court approves indemnification of litigation costs; (ii) such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction as to the particular indemnitee and the court approves indemnification of litigation costs; or (iii) a court of competent jurisdiction approves a settlement of the claims against a particular indemnitee and finds that indemnification of the settlement and related costs should be made.

B. The Partnership shall not incur the cost of that portion of any insurance which insures any party against any liability as to which such party is herein prohibited from being indemnified.

C. The General Partners agree promptly to indemnify, defend and hold harmless the Partnership and the Limited Partners from and against any and all claims, losses, damages, costs, expenses and liabilities which the Partnership and the Limited Partners may incur by reason of any liabilities to which either the Partnership or the Project is subject at the Investment Closing; provided, however, that the foregoing indemnification shall not apply to any Mortgage, necessary contractual obligations normally incurred in connection with the Property, or to acts for which such General Partners are entitled to indemnification under Section 6.6A.

D. The General Partners agree to promptly indemnify, defend, and hold harmless the Partnership and the Limited Partners from and against any claims, losses, damages, costs, expenses or liabilities which the Partnership and the Limited Partners may incur on account of the presence or escape of any Hazardous Material at or from the Property (or at any other location). Any such claims, losses, damages, costs, expenses or liabilities may be defended, compromised, settled, or pursued by the Limited Partners with counsel of the Limited Partners' selection, but at the expense of the General Partners. The foregoing indemnification shall be a recourse obligation of the General Partners and shall survive the dissolution of the Partnership and/or the death, retirement, incompetency, bankruptcy or withdrawal of any General Partner.

E. The General Partners shall defend, indemnify and hold harmless the Partnership and the Limited Partners from any liability, loss, damage, fees, costs and expenses, judgments or amounts paid in settlement incurred by reason of any demands, claims, suits, actions or proceedings arising out of the General Partners' or any Designated Affiliate's negligence, misconduct, fraud, breach of fiduciary duty or breach of this Agreement, including without limitation any breach by any General Partner or any Designated Affiliate of any representation, warranty, covenant or agreement set forth in Section 6.5 or elsewhere in this Agreement, including all reasonable legal fees and costs incurred in defending against any claim or liability or protecting itself or the Partnership from, or lessening the effect of, any such breach. The foregoing indemnification shall be a recourse obligation of the General Partners and shall survive the dissolution of the Partnership and/or the death, retirement, incompetency, bankruptcy or withdrawal of any General Partner.

F. Each Limited Partner shall be indemnified by the Partnership against any third-party claims or costs sustained or incurred by it in connection with its involvement in the Partnership, provided that the same were not the result of any improper action or omission on the part of such Limited Partner or any Affiliate thereof; and provided further that the General Partners shall be primarily and concurrently liable for any matter within the ambit of both

Sections 6.6E and 6.6F. Notwithstanding any provision to the contrary in this Agreement, in no event shall the General Partners be responsible to the Limited Partners or the Partnership for consequential damages, except as may be awarded by a court of competent jurisdiction.

Section 6.7 Liability of General Partners to Limited Partners

A. Except as set forth in Section 6.6, no General Partner or Designated Affiliate (as defined in Section 6.7B) shall be liable, responsible or accountable for damages or otherwise to the Partnership or to any Limited Partner for any loss suffered by the Partnership which arises out of any action or inaction of such General Partner or Designated Affiliate (i) if such General Partner or Designated Affiliate, in good faith, determined that such course of conduct was in the best interests of the Partnership and (ii) such course of conduct did not constitute negligence, breach of fiduciary duty or misconduct on the part of that General Partner or Designated Affiliate or breach of this Agreement.

B. As used in Sections 6.6 and 6.7, a “Designated Affiliate” is any Person performing services on behalf of the Partnership, within the scope of authority of the General Partners who: (i) directly or indirectly controls, is controlled by, or is under common control with any General Partner, (ii) owns or controls 10% or more of the outstanding voting securities of any General Partner, (iii) is an officer, director, partner, member or trustee of any General Partner, or (iv) if any General Partner is an officer, director, partner, member or trustee, of any Entity for which such General Partner acts in any such capacity.

Section 6.8 Obligation to Complete Construction and to Pay Development Costs

A. The General Partner shall (i) complete the construction of the Improvements 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 shall equip the Improvements or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, all in accordance with the Project Documents and the drawings and specifications forming a part of the Construction Contract and (ii) cause the Partnership to satisfy any other requirements necessary to achieve Final Closing in accordance with the Project Documents. If the Designated Proceeds as available from time to time are insufficient to pay all Development Costs, the General Partner shall advance or cause to be advanced to the Partnership from time to time as needed all such funds as are required to pay such deficiencies (the “Development Advances”). Up to \$850,000 of the Development Advances paid by the General Partners prior to the Development Obligation Date under this Section 6.8 and Section 6.9A below, shall be deemed “Development Deficit Loans”. Development Deficit Loans shall not bear interest and shall be repayable only as provided in Article X. Any amounts so furnished by the General Partners in excess of \$850,000 shall not be reimbursable, shall not be credited to the Capital Account of any Partner or otherwise change the Interest of any Person in the Partnership, but shall be the sole expense and responsibility of the General Partner under the terms of this Agreement.

Section 6.9 Obligation to Provide for Operating Expenses

During the period commencing on the Admission Date and ending on the 5th anniversary of the later to occur of (A) the Development Obligation Date or (B) achievement of 115% Debt Service Coverage Ratio for a period of twelve (12) consecutive calendar months, and on the condition that the Operating Reserve has been replenished to \$1,197,027, the General Partners agree that if the Partnership requires funds to discharge Operating Expenses (other than to make payments to Partners, payments of any outstanding Operating Expense Loans or other obligations herein provided to be payable solely out of Cash Flow or distributions of proceeds from a Capital Transaction), the General Partners shall furnish to the Partnership the funds required. Amounts so furnished to fund Operating Expenses incurred prior to the Development Obligation Date in excess of the Development Deficit Loans shall be deemed Special Capital Contributions. Amounts furnished to fund Operating Expenses incurred on or after the Development Obligation Date shall constitute Operating Expense Loans. Operating Expense Loans shall not bear interest and be repayable only as provided in Article X. Notwithstanding the foregoing, however, the General Partners shall not be obligated to make Operating Expense Loans under this Section 6.9A to the extent that the outstanding aggregate principal amount of such Operating Expense Loans would exceed \$973,000. Operating Expense Loans may be funded and subsequently repaid in whole or in part by the Partnership, and the General Partners' obligation to make additional Operating Expense Loans will be reinstated to the extent that any Operating Expense Loans have been repaid. Operating Expense Loans shall not bear interest and be repayable only as provided in Article X.

Section 6.10 Certain Payments to the General Partners and Affiliates

A. For its services in connection with the development of the Property and the supervision to completion of the construction of the Improvements and as reimbursement for Development Advances, the Developer shall be entitled to receive the amounts set forth in the Development Agreement.

B. In consideration of its services in the day-to-day administration of the business affairs of the Partnership, the General Partners shall receive a Partnership Management Fee in an amount equal to \$7,500 per annum, increasing 3% per annum. Such fee shall be payable in accordance with the Partnership Management Agreement and Article X.

C. All of the Partnership's expenses shall be billed directly to, and paid by, the Partnership to the extent practicable. Subject to the terms of this Agreement, reimbursements to a General Partner or any of its Affiliates by the Partnership shall be allowed subject to the following conditions:

(i) such goods or services must be necessary for the prudent formation, development, organization or operation of the Partnership;

(ii) reimbursement for goods or services provided by Persons who are not affiliated with a General Partner shall not exceed the cost to a General Partners or their Affiliates of obtaining such goods or services; and

(iii) reimbursement for goods and services obtained directly from a General Partner or its Affiliates shall not exceed the amount the Partnership would be required to pay independent parties for comparable goods and services in the same geographic location and shall not include reimbursement for the general overhead of the General Partners or their Affiliates (including salaries and benefits of employees thereof).

D. Neither the General Partners nor any of their Affiliates shall be entitled to any compensation, fees or profits from the Partnership in connection with the acquisition, construction, development or rent-up of the Land or Improvements or for the administration of the Partnership's business or otherwise, except for (i) payments provided for or referred to in Sections 2.4(v) or 6.10, (ii) payments of the Management Fee, the Partnership Management Fee and Supervisory Management Fee, (iii) fees and distributions under Article X, and (iv) such other fees and distributions as may be permitted to be paid by any Lender or the Governmental Agency out of the proceeds of any Mortgage Loan.

Section 6.11 Joint and Several Obligations

If there is more than one General Partner, all obligations of the General Partners hereunder shall be joint and several obligations of the General Partners, except as herein expressly provided to the contrary.

Section 6.12 Reserve Accounts

A. On or before Permanent Mortgage Commencement, the Partnership shall receive the Sponsor Loan and use the proceeds of such loan to capitalize an initial reserve account for replacements in the amount of \$1,279,720 (the "Replacement Reserve"). From and after Permanent Mortgage Commencement, the General Partners shall fund such Replacement Reserve with monthly deposits of \$13,500, which amount equals \$2,000 per unit per year (or such greater amount as may be required by any Lender or, subject to any Requisite Approvals, such lesser amount as shall be approved in writing by the Special Limited Partner from time to time) commencing when the Permanent Loan is made. The Replacement Reserve shall be maintained in a separate Partnership account held by the Permanent Lender. Withdrawals from such reserve shall be utilized solely to fund capital repairs and improvements deemed necessary by the General Partners.

B. The General Partners shall cause the Partnership to establish a reserve account for operating deficits (the "Operating Reserve") in the initial amount of \$1,197,027. The Operating Reserve shall be funded in the first instance from the proceeds of the Third Installment of the Capital Contributions of the Investor Limited Partner; *provided, however*, that if for any reason such proceeds shall be insufficient to fully fund the Operating Reserve at such time, the General Partners shall promptly fund any such shortfall. Any amount so furnished by the General Partners shall constitute a Special Capital Contribution. Funds in the Operating Reserve may be used to pay, to the extent required, Operating Expenses, subject to any Requisite Approvals and the Consent of the Investor Limited Partner. The Operating Reserve shall be maintained in a separate Partnership account held by the Permanent Lender. The Operating Reserve shall be maintained throughout the Compliance Period and may be used to pay Operating Expenses as set

forth in Section 6.12B. Upon expiration of the Compliance Period, any funds remaining in the Operating Reserve shall be released in accordance with Section 10.1A.

Section 6.13 Special Obligation

Any taxable income imputed to the Partnership by the Service or the DOR as a result of (i) the allocation of the State Historic Tax Credits to the General Partner (including, without limitation, because the Service and/or the DOR deems the State Low Income Tax Credits to have been sold by the Partnership), (ii) the transfer of State Historic Tax Credits by Madison Park to BANA or (iii) the application of the proceeds from the sale of the State Historic Tax Credits to fund the State Historic Tax Credit Loan by Madison Park to the Partnership, shall be specially allocated to the General Partner. If, for any reason, the Accountants determine or there is a Final Determination that such special allocation will not be respected for federal or state income tax purposes and, as a result, any such taxable income will be allocated to the Investor Limited Partner, then the General Partner shall make a payment to the Investor Limited Partner in an amount equal to thirty-five percent (35%) of the amount of such income allocated to the Investor Limited Partner. Such payment shall be made on an After Tax Basis.

ARTICLE VII

WITHDRAWAL AND REMOVAL OF A GENERAL PARTNER

Section 7.1 Voluntary Withdrawal

No General Partner shall have the right to withdraw or Retire voluntarily from the Partnership or sell, assign or encumber its Interest without the Consent of the Investor Limited Partner and any Requisite Approvals. Notwithstanding the foregoing, the General Partner may transfer its Interest as provided in the Bond Pledge and the Investor Limited Partner hereby consents to the exercise by the Bond Purchaser, and its successors, of its rights under the Bond Pledge.

Section 7.2 Obligation to Continue

In the event of the Retirement of any General Partner, the remaining General Partners, if any, and any successor General Partner shall have the obligation to continue the business of the Partnership employing its assets and name. Immediately after the occurrence of such Retirement, the remaining General Partners, if any, shall notify the Investor Limited Partner thereof.

Section 7.3 Successor General Partner

A. Upon the occurrence of any Retirement, the remaining General Partners may designate a Person to become a successor General Partner to the Retired General Partner. Any Person so designated, subject to any Requisite Approvals, the Consent of the Investor Limited Partner and, if required by the Uniform Act or any other applicable law, the consent of any other Partner so required, shall become a successor General Partner.

B. If any Retirement shall occur at a time when there is no remaining General Partner and no successor General Partner is to be admitted pursuant to Section 7.3A or the

remaining General Partners do not elect to continue the business of the Partnership pursuant to Section 7.2, then the Investor Limited Partner shall have the right, subject to any Requisite Approvals and Section 6.3C, to designate a Person to become a successor General Partner.

C. If the Investor Limited Partner elects to reconstitute the Partnership and admit a successor General Partner pursuant to this Section 7.3, the relationship of the Partners in the reconstituted Partnership shall be governed by this Agreement.

Section 7.4 Interest of Predecessor General Partner

A. Except as provided in Section 7.3A, no assignee or transferee of all or any part of the Interest of a General Partner shall have any automatic right to become a General Partner. Until the acquisition of the Interest of a Retiring General Partner pursuant to Section 7.4C or 7.7, such Interest shall be deemed to be that of an assignee and the holder thereof shall be entitled only to such rights as an assignee may have as such under the laws of the State.

B. Anything herein contained to the contrary notwithstanding, any General Partner withdrawing voluntarily in violation of Section 7.1 shall remain liable for all of its obligations under this Agreement, for all its other obligations and liabilities hereunder incurred or accrued prior to the date of its withdrawal and for any loss or damage which the Partnership or any of its Partners may incur as a result of such withdrawal (except as provided in Section 6.7), except for any loss or damage attributable to the default, negligence or misconduct of a successor General Partner admitted in its place under this Agreement.

C. The disposition of the General Partner Interest of a General Partner Retiring voluntarily in compliance with this Agreement shall be accomplished in such manner as shall be acceptable to the remaining General Partners, shall be approved by Consent of the Investor Limited Partner and shall have obtained any Requisite Approvals. Any other Retirement of a General Partner shall be governed by Section 7.7D.

Section 7.5 Designation of New General Partners

The General Partners may, with the written consent of all Partners, at any time designate new General Partners, each with such Interest as a General Partner in the Partnership as the General Partners may specify, subject to any Requisite Approvals.

Any new General Partner shall, as a condition of receiving any interest in the Partnership property, agree to be bound by the Project Documents and any other documents required in connection therewith and by the provisions of this Agreement, to the same extent and on the same terms as any other General Partner.

Section 7.6 Amendment of Certificate; Approval of Certain Events

Upon the admission of a new General Partner, the Schedule shall be amended to reflect such admission and an amendment to the Certificate, also reflecting such admission, shall be filed as required by the Uniform Act.

Each Partner hereby consents to and authorizes any admission or substitution of a General Partner or any other transaction, including, without limitation, the continuation of the Partnership business, which has been authorized under the provisions of this Agreement, and hereby ratifies and confirms each amendment of this Agreement necessary or appropriate to give effect to any such transaction.

Section 7.7 Removal or Nonconsensual Retirement of the General Partners

A. In addition to any other rights granted to the Limited Partners hereunder, the Special Limited Partner shall have the right to remove and replace the General Partner in accordance with the provisions of this Section 7.7 if a Material Default occurs and is not cured within the time period set forth in this Section 7.7. If at any time there is more than one General Partner, all General Partners may be removed and replaced in accordance with the provisions of this Section 7.7 in the event of a Material Default by any General Partner.

B. As used in this Section 7.7, “Material Default” means the occurrence of any of the following events:

(i) a breach by any General Partner (or any of its Affiliates) of any of its representations or warranties contained herein or in the performance of any of its obligations under this Agreement or any Related Agreement, which has or may have a material adverse effect on the Partnership, the Investor Limited Partner or the Project;

(ii) a violation by any General Partner of any law, regulation or order applicable to the Partnership, or a material breach by the Partnership or any General Partner under any Project Document or other material agreement or document affecting the Partnership or the Project which has or may have a material adverse effect on the Partnership, the Investor Limited Partner or the Project;

(iii) an Event of Bankruptcy as to any General Partner, any Guarantor or the Partnership;

(iv) the commencement of foreclosure proceedings with respect to any Mortgage which have not been withdrawn or dismissed within thirty (30) days after the date of such commencement; or

(v) gross negligence, fraud, willful misconduct, misappropriation of Partnership funds, or a breach of fiduciary duty by a General Partner or any Affiliate of a General Partner providing services to or in connection with the Partnership or the Project.

C. In the event that the Special Limited Partner determines to remove any General Partner pursuant to the provisions of this Section 7.7, the Special Limited Partner shall notify the General Partner in writing of the Material Default that is the cause for the removal of the General Partner (any such notice being referred to herein as a “Removal Notice” and the date of such Removal Notice being referred to herein as the “Removal Notice Date”). In the case of any

Material Default described in clauses (i) or (ii) of Section 7.7B above, the General Partner shall have ten (10) business days (or twenty (20) business days if it is a non-monetary default) from the Removal Notice Date to cure the Material Default; provided, however, that if a non-monetary Material Default cannot be reasonably cured within twenty (20) business days, the General Partner shall not be removed if the General Partner commences such cure within twenty (20) business days and proceeds in good faith to cure diligently thereafter, provided that the cure is completed within sixty (60) business days following the Removal Notice Date (or such lesser period as is required to cure the Material Default), and the failure to cure such Material Default within a shorter period does not have a material adverse effect on the Partnership, the Property, or the Investor Limited Partner. For purposes of this paragraph, the failure to provide or maintain any insurance required by this Agreement shall be deemed to be a monetary default. If the General Partner fails to cure within the specified time period, or if no cure right is afforded under the terms hereof, the removal of the General Partner shall be deemed to be effective as of the expiration of any applicable cure period described above; otherwise, such removal shall be effective upon the conclusion of the applicable cure period without a cure of such Material Default reasonably acceptable to the Investor Limited Partner. The General Partner shall have no right to cure any Material Default described in clause (v) of Section 7.7B above. Each Partner hereby irrevocably appoints the Special Limited Partner (with full power of substitution) as the attorney-in-fact of such Partner for the purpose of executing, acknowledging, swearing to, recording and/or filing any amendment to this Agreement and the Certificate necessary or appropriate to confirm the foregoing.

D. If a General Partner is removed pursuant to this Section 7.7, Retires voluntarily in violation of this Agreement or involuntarily Retires, the Partnership shall pay to such General Partner in the manner set forth in Section 7.7G an amount equal to (x) the sum of (i) an amount equal to the General Partner's positive Capital Account balance, if any, following a deemed sale of all Partnership property and a deemed liquidation of the Partnership (but prior to any deemed distributions upon liquidation), (ii) the unpaid principal balance of any Operating Expense Loans, and (iii) any fees owed to the General Partner and/or its Affiliates in the manner described in Section 7.7E below minus (y) an amount equal to any Adverse Consequences suffered by the Partnership or the Limited Partners as a result of the acts or omissions of the General Partner prior to its removal or Retirement, including, without limitation, any Material Default creating the right of the Special Limited Partner to remove the General Partner pursuant to the provisions of this Section 7.7. Any transfer taxes that are triggered by the removal or Retirement and the cost of any additional title insurance or title endorsements deemed to be necessary by the Special Limited Partner as a result of such removal or Retirement shall be paid by the removed or Retired General Partner. The resulting amount is referred to herein as the "Withdrawal Purchase Price." Notwithstanding the foregoing, the Withdrawal Purchase Price shall not exceed the amount which the removed or Retired General Partner would have received under Section 10.1B from a deemed sale of the Project on the Removal Notice Date or the date of Retirement (as applicable), based on the Appraised Value of the Project determined under Section 7.7F below.

E. In the event of the removal of the General Partner pursuant to the provisions of this Section 7.7, voluntary Retirement of the General Partner in violation of this Agreement or involuntary Retirement of the General Partner, any fees owed to the General Partner or its Affiliates (including, without limitation, any unpaid Development Amount) for services

performed prior to the Removal Notice Date or date of Retirement, as applicable, shall be part of the Withdrawal Purchase Price as described above, provided, however, that (i) if any Adverse Consequences suffered by the Partnership or the Limited Partners exceed the Withdrawal Purchase Price as calculated pursuant to the provisions of Section 7.7D above, or (ii) there exist any unpaid obligations or liabilities of the General Partner that relate to the period up to and including the effective date of the removal or Retirement of the General Partner, any such unpaid fees owed to the General Partner or its Affiliates shall, to the extent of any such Adverse Consequences or obligations or liabilities, as the case may be, be treated as if they were paid to the General Partner (or such Affiliates) and applied by the General Partner (or such Affiliates) to the payment or satisfaction of such Adverse Consequences, obligations or liabilities, and, to the extent of such application, the obligation of the Partnership to make actual cash payments of such fees to the General Partner (or such Affiliates) shall be reduced or eliminated, as the case may be.

F. The Appraised Value of the Property shall be determined as follows. As soon as practicable and in any event within ten business days following the effective date of removal as specified in Section 7.7C above or the date of Retirement (as applicable), the General Partner and the Special Limited Partner shall select a mutually acceptable Independent Appraiser. In the event that the parties are unable to agree upon an Independent Appraiser within such ten business day period, the General Partner and the Special Limited Partner each shall select an Independent Appraiser. If either party fails to select an Independent Appraiser within the time period described above, the determination of the other Independent Appraiser shall control. If the difference between the Appraised Values set forth in the two appraisals is not more than ten percent (10%) of the Appraised Value set forth in the lower of the two appraisals, the fair market value shall be the average of the two appraisals. If the difference between the two appraisals is greater than ten percent (10%) of the lower of the two appraisals, then the two Independent Appraisers shall jointly select a third Independent Appraiser whose determination of Appraised Value shall be deemed to be binding on all parties as long as the third determination is between the other two determinations. If the third determination is either lower or higher than both of the other two appraisers, then the average of all three appraisers shall be the fair market value. The Partnership and the removed or Retiring General Partner shall each pay one-half of the fees and expenses of any Independent Appraiser(s) selected pursuant to this Section 7.7F.

G. In the event of the removal of the General Partner pursuant to the provisions of this Section 7.7, voluntary Retirement of the General Partner in violation of this Agreement or involuntary Retirement of the General Partner, any Withdrawal Purchase Price due to the General Partner pursuant to the provisions of Section 7.7D above shall be payable from the first available proceeds of a Capital Transaction prior to any other distributions or payments to the Partners under Section 10.1B hereof except for those items listed in clauses *First* and *Second* of Section 10.1B.

H. Upon determination of the Withdrawal Purchase Price under the provisions of this Section 7.7, the Partnership and its remaining Partners shall be deemed to be completely released from all liability to such General Partner and its Affiliates generally and to any others claiming by or through the General Partner to whom any distributions or loan, fee or other payments are to be made under Article X or otherwise, and the General Partner shall be released from any and all obligations to the Partnership and the Partners which arise after the Removal Notice Date or date

of Retirement, as applicable. Concurrently with the determination of the Withdrawal Purchase Price, each General Partner shall provide the Partnership, the successor General Partner(s) and the Investor Limited Partner with additional written releases from the General Partner (and any Affiliates to whom obligations of any kind are owed by the Partnership, the successor General Partner(s), the Limited Partners or any of their respective Affiliates) confirming such releases.

I. In the event that the General Partner is removed pursuant to the provisions of this Section 7.7, voluntarily Retires in violation of this Agreement or involuntarily Retires, (i) all agreements between the Partnership and the General Partner and/or its Affiliates may, at the election of the Partnership, be terminated and, except for payment of the Withdrawal Purchase Price due to the General Partner (or such Affiliates), the Partnership shall have no further obligations under such agreements, and (ii) the removed or Retired General Partner shall be liable for all costs and expenses incurred by the Partnership or the Limited Partners in connection with the admission to the Partnership of a successor General Partner, which shall be considered Adverse Consequences for a purpose of this Section. From and after the effective date of its removal or Retirement, the removed or Retiring General Partner shall not be liable for obligations of the Partnership incurred subsequent to such effective date unless such obligations arise out of acts or omissions of the removed or Retiring General Partner prior to such effective date. The removed or Retiring General Partner shall continue to be liable for all obligations, liabilities, and guarantees incurred by it in its capacity as the General Partner and any Partnership obligations not listed in the prior year's financial statements or otherwise described in writing to the Special Limited Partner, and for any Adverse Consequences caused by or arising out of its acts or omissions, prior to the effective date of its removal or Retirement. Without limiting the generality of the foregoing, and in addition to any of its other obligations hereunder, the removed or Retiring General Partner shall continue to be liable for any payments or advances due to the Limited Partners or the Partnership pursuant to the Capital Contribution adjustment provisions of Article V as a result of any adjustments determined thereunder, other than adjustments arising from a Recapture Event or the acts or omissions of any replacement or successor General Partner, in either case subsequent to the effective date of the removal or Retirement of the removed or Retiring General Partner.

J. In the event that the General Partner is removed pursuant to the provisions of this Section 7.7, voluntarily Retires in violation of this Agreement or involuntarily Retires, the Special Limited Partner may designate a Person or Persons, including, without limitation, an Affiliate of the Special Limited Partner, to become a successor General Partner or Partners replacing the removed or Retired General Partner, subject to any Requisite Approvals and to the terms of the Project Documents.

K. The election by the Special Limited Partner to remove any General Partner pursuant to the provisions of this Section 7.7 shall not limit or restrict the availability and use of any other remedy that the Special Limited Partner or the Investor Limited Partner may have with respect to any General Partner in connection with its undertakings and responsibilities under this Agreement, and the exercise by the Special Limited Partner of the rights granted to it in this Section 7.7 is understood by the parties hereto to be permitted by the Uniform Act as the exercise of powers not constituting participation in the control of the business so as to cause the Special Limited Partner (or the Investor Limited Partner) to be liable for Partnership obligations as a general partner.

L. In the event that a General Partner is removed pursuant to the provisions of this Section 7.7, voluntarily Retires in violation of this Agreement or involuntarily Retires, such removed or Retired General Partner shall immediately deliver to the Special Limited Partner all books, records, tax and financial information relating to the Partnership and the Property that are in the possession or under the control of such General Partner or any of its Affiliates. Such General Partner agrees that if it fails to comply with the provisions of this Section 7.7L, the Limited Partners may enforce such provisions by specific performance, and no portion of the Withdrawal Purchase Price shall be payable unless the provisions of this Section are fully and promptly complied with.

M. If a General Partner fails to comply with any of its obligations under this Section 7.7 or contests the right of the Special Limited Partner to exercise the removal or other rights described in this Section 7.7, any costs and expenses incurred by the Limited Partners in enforcing their rights in this Section 7.7, including, without limitation, legal fees and expenses, shall be paid by such General Partner upon presentation of an itemized statement describing the same, which costs shall be deemed to be Adverse Consequences for purposes of this Section.

N. In the event that the Special Limited Partner sends a Removal Notice, the Special Limited Partner may, as of such date, elect to become, or to designate another Person, including, without limitation, an Affiliate of the Investor Limited Partner or the Special Limited Partner, to become, an additional General Partner with all the rights and privileges of a General Partner. Upon such election by the Special Limited Partner, the Special Limited Partner or such other Entity shall automatically become and shall be deemed to be a General Partner and each Partner hereby irrevocably appoints the Special Limited Partner (with full power of substitution) as the attorney-in-fact of such Partner for the purpose of executing, acknowledging, swearing to, recording and/or filing any amendment to this Agreement and the Certificate necessary or appropriate to confirm the foregoing. If the Special Limited Partner or such other Person shall become an additional General Partner as herein stated, its interest in the Partnership shall not be increased as a result thereof. In the event of the admission of the Special Limited Partner or such Person as a General Partner pursuant to this Section 7.7N, and if there are then any other General Partners, the Special Limited Partner or such other Person shall have managerial rights, authority and voting rights of 51% on any matters to be decided or voted upon by the General Partners or the Managing General Partner, as the case may be, and the rights and authority of the remaining General Partners or the Managing General Partner, as the case may be, shall be deemed equally divided among them. The Special Limited Partner shall be entitled to receive reasonable compensation for serving as a General Partner under this Section, and any such compensation shall be a reduction of the Withdrawal Purchase Price.

ARTICLE VIII

TRANSFER OF LIMITED PARTNER INTERESTS

Section 8.1 Right to Assign

A. Except as restricted in this Article VIII or by operation of law, and subject to the Regulations and to the terms of the Bond Loan Documents and the Permanent Loan Documents,

each Limited Partner shall have the right to assign its Interest to and substitute in its place as a Substitute Limited Partner:

(i) any Affiliate of the Investor Limited Partner with notice to the General Partners;

(ii) any Person provided that the net worth of the proposed assignee is acceptable to the General Partners in their reasonable discretion;

(iii) any partnership or limited liability company in which the Investor Limited Partner, or an Affiliate of the Investor Limited Partner, is the general partner or managing member; or

(iv) any other Person with the consent of the General Partners which may be given or withheld in their sole discretion.

B. The General Partners, at the sole expense of the assigning Limited Partner, shall cooperate in good faith to effect such assignment as expeditiously as possible, including without limitation the execution of appropriate amendments to, or updates of, the Related Agreements and/or any other documents which the assigning Limited Partner reasonably determines necessary or appropriate to accomplish such assignment, including, but not limited to, any amendments, updated opinion of Partnership Counsel, authorizing resolutions of the General Partners and Developer and any other documents reasonably deemed necessary and appropriate by the Investor Limited Partner. In addition, in the event of a Transfer of any interest in the Investor Limited Partner, the General Partners agree to make such changes to this Agreement and the Related Agreements as the Investor Limited Partner may reasonably request.

C. The assignor shall assume any costs incurred by the Partnership in connection with an assignment of its Interest including, without limitation, costs associated with preparation and execution of appropriate amendments to, or updates of, the Related Agreements and/or any other documents in connection therewith.

Section 8.2 Substitute Limited Partners

Each Limited Partner shall have the right to substitute an assignee as a Limited Partner in its place, subject to any Requisite Approvals and the provisions of Section 8.1. Any Substitute Limited Partner shall agree to be bound (to the same extent to which its predecessor in interest was so bound) by the Project Documents and this Agreement as a condition to its being admitted to the Partnership.

Section 8.3 Assignees

A. Any permitted assignee of a Limited Partner which does not become a Substitute Limited Partner shall have the right to receive the same share of profits, losses and distributions of the Partnership to which the assigning Limited Partner would have been entitled.

B. Any assigning Limited Partner shall cease to be a Limited Partner and shall no longer have any rights or obligations of a Limited Partner except that, unless and until the

assignee of such Limited Partner is admitted to the Partnership as a Substitute Limited Partner, said assigning Limited Partner shall retain the statutory rights and be subject to the statutory obligations of an assignor limited partner under the Uniform Act as well as the obligation to make the Capital Contributions attributable to the Interest in question, if any portion thereof remains unpaid.

C. There shall be filed with the Partnership a duly executed and acknowledged counterpart of the instrument making each assignment; such instrument must evidence the written acceptance of the assignee to this Agreement and the Project Documents. If such an instrument is not so filed, the Partnership need not recognize any such assignment for any purpose.

D. In the case of any assignment of a Limited Partner's Interest as a Limited Partner, where the assignee does not become a Substitute Limited Partner, the Partnership shall recognize the assignment not later than the last day of the calendar month following receipt of notice of assignment and required documentation.

E. An assignee of a Limited Partner's Interest who does not become a Substitute Limited Partner and who desires to make a further assignment of its Interest shall also be subject to the provisions of this Article VIII.

ARTICLE IX

LOANS; MORTGAGE REFINANCING; PROPERTY DISPOSITION

Section 9.1 General

A. The Partnership shall be authorized to obtain the Mortgage Loans to finance the acquisition, development and construction of the Project and (to the extent permitted by the Lender) shall secure the same by the Mortgages. Except as set forth in the Bond Loan Documents, Seller Loan Documents and State Historic Tax Credit Loan Documents as they exist on the date of Investment Closing, each Mortgage shall provide that no Partner or Related Person (other than Bank of America, N.A. for so long as the Bond LOC is outstanding) shall bear the Economic Risk of Loss for all or any part of such Mortgage Loans. All material Mortgage Loan Documents not approved by the Investor Limited Partner as of Investment Closing shall be submitted to and approved by the Investor Limited Partner prior to execution and delivery thereof.

B. Subject to Section 6.1, the General Partners are specifically authorized, for and on behalf of the Partnership, to execute the Project Documents and any permitted amendments thereto and, subject to the limitations set forth herein, such other documents as they deem necessary or appropriate in connection with the acquisition, development, operation and financing of the Property.

C. All Partnership borrowings shall be subject to Section 6.1, this Article, the Project Documents and the Regulations. To the extent borrowings are permitted, they may be made from any source, including Partners and Affiliates. The Partnership may accept Development

Advances as and when permitted pursuant to the Development Agreement, and may issue instruments evidencing Operating Expense Loans.

D. If any Partner shall lend any monies to the Partnership, any such loan shall be unsecured and the amount of any such additional loan shall not be an increase of its Capital Contribution. Until such time as the General Partners and the Developer shall have performed fully their obligations to make Operating Expense Loans and Development Advances, any loan from a General Partner or an Affiliate of a General Partner shall be an obligation of the Partnership to the Partner or Affiliate only if it constitutes an Operating Expense Loan or Development Advance in accordance with the provisions of this Agreement or the Development Agreement, as applicable, and shall be repayable as therein provided. Subject to the preceding sentence, any loans to the Partnership by a General Partner or an Affiliate of a General Partner may be made on such terms and conditions as may be agreed on by the Partnership, consistent with good business practices.

E. Subject to the provisions of this Agreement with respect to related party loans, the Investor Limited Partner or an Affiliate thereof (the Investor Limited Partner or its Affiliate being referred to herein as a “Mortgagee Limited Partner”) at any time may make, guarantee, own, acquire or otherwise credit enhance, in whole or in part, a loan secured by a mortgage, deed of trust, trust deed, or other security instrument encumbering the Property owned by the Partnership (any such loan being referred to as a “Related Mortgage Loan”). Under no circumstances will a Mortgagee Limited Partner be considered to be acting on behalf or as an agent or the alter ego of the Investor Limited Partner. A Mortgagee Limited Partner may take any actions that the Mortgagee Limited Partner, in its discretion, determines to be advisable in connection with its Related Mortgage Loan (including in connection with the enforcement of its Related Mortgage Loan). Each Partner agrees, to the extent permitted by applicable law, that no Mortgagee Limited Partner owes the Partnership or any Partner any fiduciary duty or other duty or obligation whatsoever by virtue of such Mortgagee Limited Partner being a limited partner or member in the Investor Limited Partner. Neither the Partnership nor any Partner will make any claim against a Mortgagee Limited Partner, or against the Investor Limited Partner in which the Mortgagee Limited Partner is a partner or member, relating to a Related Mortgage Loan and alleging any breach of any fiduciary duty, duty of care, or other duty whatsoever to the Partnership or to any Partner based in any way upon the Mortgagee Limited Partner’s status as a limited partner or member of the Investor Limited Partner. Notwithstanding any provision to the contrary in this Section 9.1E, the General Partners shall not obtain or consent to any Related Mortgage Loan unless (i) they have obtained the prior Consent of the Investor Limited Partner, (ii) the consent of any Lenders and (iii) they have determined, based on the financial projections prepared at the time of requesting such Consent and the advice of Investor Tax Counsel, that the Related Mortgage Loan will not result in any reallocation of Tax Credits or other tax benefits among the Partners.

Section 9.2 Refinancing and Sale

With the exception of protective advances by a mortgagee, the Partnership may not increase the amount of or otherwise materially modify any Mortgage Loan, obtain any new Mortgage Loan or refinance any Mortgage Loan (other than pursuant to and substantially in accordance with a Commitment in existence at Investment Closing) including any required

Transfer of Partnership assets for security or mortgage purposes, and may not sell, lease, exchange or otherwise Transfer all or substantially all the assets of the Partnership without the Consent of the Investor Limited Partner. In the event that an Affiliate of BANA shall be ready, willing and able to furnish financing on substantially equivalent terms, the Consent of the Investor Limited Partner to any proposed refinancing of a Mortgage Loan may be conditioned upon the substitution of such Affiliate as the maker of such refinanced Mortgage Loan. Notwithstanding the foregoing, no such Consent shall be required for the leasing of apartments to tenants in the normal course of operations; *provided, however*, unless such Consent is obtained the Partnership shall lease the Project in such a manner as to qualify as a “qualified low-income housing project” under Section 42(g)(1) of the Code, and shall lease all of the Low Income Units to Qualified Tenants.

Section 9.3 Sales Commissions

In connection with the sale of the Property by the Partnership, no Person may receive real estate commissions in excess of that which is reasonable, customary, and competitive with those paid in similar transactions in the same geographic area. Real estate commissions may be paid to an Affiliate of a General Partner.

ARTICLE X

PROFITS, LOSSES AND DISTRIBUTIONS

Section 10.1 Distributions Prior to Dissolution

A. Distribution of Cash Flow.

Subject to any Requisite Approvals, (i) net rental income generated through the Completion Date shall be includable in Designated Proceeds and shall be available to the Developer and the General Partners for the purposes and subject to the conditions set forth in the Development Agreement and Section 6.8 hereof, and (ii) subject to the terms of the Mortgage Loan Documents, Cash Flow for each Fiscal Year (or fractional portion thereof) from and after the Completion Date and any Designated Proceeds remaining after payment of all Development Costs (including the Development Amount) shall be distributed within ninety (90) days after the end of each Fiscal Year, in the following order of priority:

First, to the Special Limited Partner as payment of the Asset Management Fee;

Second, to the Investor Limited Partner an amount equal to any amounts contributed by the Investor Limited Partner pursuant to Section 6.4O(iii)(if any);

Third, to the payment of any Deferred Development Fee and any accrued interest thereon;

Fourth, to the payment of the Investor Limited Partner an amount equal to any theretofore unpaid Tax Credit Shortfall Payments;

Fifth, to the payment of the Partnership Management Fee;

Sixth, to the repayment of any Operating Expense Loans and Development Deficit Loans then outstanding;

Seventh, to replenish the Operating Reserve to \$1,197,027;

Eighth, to make payments on “Tranche B” of the Seller Loan in accordance with the terms of the Seller Loan Note, until such Loan is paid in full;

Ninth, to make payments on the Sponsor Loan in accordance with the terms of the Sponsor Loan Note, until such Loan is paid in full;

Tenth, to make payments on the State Historic Tax Credit Loan in accordance with the terms of the State Historic Tax Credit Loan Note, until such Loan is paid in full; and

Eleventh, 99.99% of the balance remaining shall be distributed to the Investor Limited Partner and 0.01% to the General Partner. From and after January 1, 2021, 90% of the balance remaining shall be distributed to the General Partner, first as payment of the Supervisory Management Fee and then as a distribution and 10% shall be distributed to the Investor Limited Partner.

B. Distributions of Capital Transaction Proceeds

Prior to dissolution, if the General Partners shall determine that there are proceeds available for distribution from a Capital Transaction, such proceeds shall be applied and distributed as follows:

First, to discharge, to the extent required by any lender or creditor, the debts and obligations of the Partnership (other than items listed in the ensuing clauses of this Section 10.1B);

Second, to fund reserves for contingent liabilities to the extent deemed reasonable by the General Partners (other than items listed in the ensuing clauses of this Section 10.1B);

Third, to the Limited Partners in an amount equal to, on an After-Tax Basis, the taxes (if any) owed by it (or them) as a result of any income allocation arising out of the Capital Transaction plus any amounts contributed by the Investor Limited Partner pursuant to Section 6.4O(iii)(if any);

Fourth, to the Special Limited Partner, any unpaid Asset Management Fee;

Fifth, to the repayment of any outstanding Deferred Development Fee and any accrued interest thereon;

Sixth, to the Investor Limited Partner an amount equal to any theretofore unpaid Tax Credit Shortfall Payments;

Seventh, to the payment of any outstanding Partnership Management Fee;

Eighth, to the payment of any outstanding Operating Expense Loans and Development Deficit Loans; and

Ninth, 99.99% of the balance remaining shall be distributed to the Investor Limited Partner and 0.01% to the General Partner. From and after January 1, 2021, 90% of the balance remaining shall be distributed to the Investor Limited Partner and 10% shall be distributed to the General Partner.

C. Sharing of Distributions

All distributions to the respective classes of the Partners shall be shared by the members of such classes in accordance with the percentages set forth opposite their respective names on the Schedule, except as otherwise provided in this Agreement.

D. Proceeds from Insurance

Notwithstanding the provisions of Sections 10.1A or 10.1B, if the Partnership receives proceeds from the Title Policy, an insurance policy, or as the result of a casualty or condemnation after payment of debts and obligations of the Partnership, such proceeds shall be applied and distributed to the payment to the Investor Limited Partner of an amount equal to 100% of its Net Capital Contribution less the sum of all Tax Credits received by the Investor Limited Partner and not subject to a Recapture Event; and the balance to the General Partners.

Section 10.2 Distributions Upon Dissolution

A. Upon dissolution and termination, after payment of, or adequate provision for, the debts and obligations of the Partnership, the remaining assets of the Partnership shall be distributed to the Partners in accordance with the positive balances in their Capital Accounts after taking into account all Capital Account adjustments for the Partnership taxable year, including adjustments to Capital Accounts pursuant to Sections 10.2B and 10.3B. Liquidation distributions shall be made by the end of the taxable year in which the liquidation occurs or, if later, within ninety (90) days after the date of liquidation. In the event that a Partner has a negative balance in its Capital Account following the liquidation of the Partnership or its Interest after taking into account all Capital Account adjustments for the Partnership taxable year in which the liquidation occurs, such Partner shall pay to the Partnership in cash an amount equal to the negative balance in its Capital Account. Such payment shall be made by the end of such taxable year (or, if later, within ninety (90) days after the date of such liquidation) and shall, upon liquidation of the Partnership, be paid to recourse creditors of the Partnership or distributed to other Partners in accordance with the positive balances in their Capital Accounts. Notwithstanding the foregoing, the obligation of any Partner to contribute such deficit shall be zero unless and until it shall notify the Partnership in writing of its election to have a different amount (the "Designated Amount") apply, which Designated Amount may be increased or reduced (subject to the provisions of the following sentence) by similar written notice from the Investor Limited Partner at any subsequent date. No such notice shall be effective with respect to any Fiscal Year unless the same shall be given prior to the end of such Fiscal Year. No subsequent reduction to the Designated Amount shall reduce the same below the Partner's deficit

balance in its Capital Account (as such Capital Account is increased by the Partner's share of Partnership Minimum Gain) at the end of the Partnership's immediately preceding tax year.

B. With respect to assets distributed in kind to the Partners in liquidation or otherwise, (i) any unrealized appreciation or unrealized depreciation in the values of such assets shall be deemed to be profits and losses realized by the Partnership immediately prior to the liquidation or other distribution event; and (ii) such profits and losses shall be allocated to the Partners in accordance with Section 10.3B, and any property so distributed shall be treated as a distribution of an amount in cash equal to the excess of such fair market value over the outstanding principal balance of and accrued interest on any debt by which the property is encumbered. For the purposes of this Section 10.2B, "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the fair market value of such assets, taking into account the fair market value of the associated financing (but subject to Section 7701(g) of the Code), and the Partnership's adjusted basis for such assets as determined under Section 1.704-1(b). This Section 10.2B is merely intended to provide a rule for allocating unrealized gains and losses upon liquidation or other distribution event, and nothing contained in this Section 10.2B or elsewhere herein is intended to treat or cause such distributions to be treated as sales for value. The fair market value of such assets shall be determined by an appraiser to be selected by the General Partners with the Consent of the Investor Limited Partner.

Section 10.3 Profits, Losses and Tax Credits

A. Except as otherwise specifically provided in this Article X, for each Fiscal Year or portion thereof, profits, tax-exempt income, losses and non-deductible, non-capitalizable expenditures and Federal Tax Credits incurred and/or accrued by the Partnership, shall be allocated 0.01% to the General Partners and 99.99% to the Investor Limited Partner.

B. Except as otherwise specifically provided in Section 10.4 or elsewhere in this Article X, all profits and losses arising from a Capital Transaction shall be allocated to the Partners as follows:

As to profits:

First, an amount of profit equal to the aggregate negative balances (if any) in the Capital Accounts of all Partners having negative balance Capital Accounts shall be allocated to such Partners in proportion to their negative Capital Account balances until all such Capital Accounts shall have zero balances; and

Second, an amount of profits shall be allocated to each of the Partners until the positive balance in the Capital Account of each Partner equals, as nearly as possible, the amount of cash which would be distributed to such Partner if the aggregate amount in the Capital Accounts of all Partners were cash available to be distributed in accordance with the provisions of Clauses *Third*, *Sixth* and *Ninth* of Section 10.1B.

As to losses:

First, an amount of losses equal to the aggregate positive balances (if any) in the Capital Accounts of all Partners having positive balance Capital Accounts shall be

allocated to such Partners in proportion to their positive Capital Account balances until all such Capital Accounts shall have zero balances; provided, however, that if the amount of losses so to be allocated is less than the sum of the positive balances in the Capital Accounts of those Partners having positive balances in their Capital Accounts, then such losses shall be allocated to the Partners in such proportions and in such amounts so that the Capital Account balances of each Partner shall equal, as nearly as possible, the amount such Partner would receive if an amount equal to the excess of (a) the sum of all Partners' balances in their Capital Accounts computed prior to the allocation of losses under this clause First over (b) the aggregate amount of losses to be allocated to the Partners pursuant to this clause First were distributed to the Partners in accordance with the provisions of Clauses Third, Sixth and Ninth of Section 10.1B; and

Second, the balance, if any, of such losses shall be allocated 0.01% to the General Partners and 99.99% to the Investor Limited Partner.

C. If the Partnership (i) incurs recourse obligations (including, without limitation, accounts payable and deferred fees that in the reasonable judgment of the Special Limited Partner are not expected to be paid in the ordinary course of business) or Partner Nonrecourse Debt (including without limitation Operating Expense Loans), (ii) accepts Special Capital Contributions pursuant to Section 6.9 or other Capital Contributions from the General Partners that are required or permitted by the terms of this Agreement, all or a portion of the proceeds of which are applied to the payment of Operating Expenses or other items that are deductible for federal income tax purposes or (iii) incurs losses from extraordinary events which are not recovered from insurance or other sources (the items referred to in clauses (i), (ii) and (iii) being hereinafter referred to collectively as the "Section 10.3C Items") in respect of any Partnership taxable year, then the calculation and allocation of profits and losses shall be adjusted as follows: first, an amount of deductions (consisting of Operating Expenses and not cost recovery deductions) attributable to the Section 10.3C Items shall be allocated to the General Partners; and second, the balance of such deductions shall be allocated as provided in Section 10.3A. For purposes of determining the deductions that are attributable to the Section 10.3C Items, Cash Receipts shall be deemed to have been applied first to Debt Service Requirements and the funding of Partnership reserves and then to Operating Expenses other than Debt Service Requirements and the funding of Partnership reserves. The term "extraordinary events," as used in this Section 10.3C, includes casualty losses, losses resulting from liability to third parties for tortious injury, losses resulting from a breach of a legal duty by the Partnership or by the General Partners, and deductions resulting from other liabilities of the Partnership that are not incurred in the ordinary course of business. Nothing in this Section 10.3C shall prevent the Partnership from recovering an extraordinary loss from a General Partner who is liable therefor by law or under the terms of this Agreement.

D. If any Section 10.3C Items shall be repaid from cash generated in respect of any Fiscal Year, then the allocation of profits and losses under Section 10.3A for such Fiscal Year shall be adjusted as follows: first, the General Partner shall be allocated an amount of the gross income of the Partnership equal to the lesser of (i) the amount of items of loss or expense previously allocated to the General Partner under Section 10.3C and not previously offset by allocations of gross income under this Section 10.3D or items thereof and (ii) the amount of the Section 10.3C Items repaid in such year and second, all remaining gross income and all expenses

shall be allocated as provided in Section 10.3A. Nothing in this Section 10.3D shall be construed to authorize the return of Special Capital Contributions. This section shall be applied in conjunction with Section 10.4B to avoid the double allocation of gain under such sections when Operating Expense Loans are repaid.

E. Notwithstanding the foregoing provisions of Sections 10.3.A and 10.3.B, in no event shall any losses be allocated to a Limited Partner if and to the extent that such allocation would cause, as of the end of the Partnership taxable year, the negative balance in such Limited Partner's Capital Account to exceed such Limited Partner's share of Partnership Minimum Gain plus such Limited Partner's share of Partner Nonrecourse Debt Minimum Gain plus the amount, if any, of such Limited Partner's Designated Amount (as specified in accordance with Section 10.2A). Any losses which are not allocated to the Limited Partners by virtue of the application of this Section 10.3E shall be allocated as required under Treasury Regulation Section 1.704-1(b). For purposes of this Section 10.3E, a Partner's Capital Account shall be treated as reduced by Qualified Income Offset Items.

F. The terms "profits" and "losses" used in this Agreement shall mean income and losses, and each item of income, gain, loss, deduction or credit entering into the computation thereof, as determined in accordance with the accounting methods followed by the Partnership and computed in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(iv). Profits and losses for federal income tax purposes shall be allocated in the same manner as profits and losses under Section 10.3 except as provided in Section 10.5B.

G. Federal Low Income Tax Credits shall be allocated among the Partners in the same manner as the deductions attributable to the expenditures creating the tax credit are allocated among the Partners in accordance with Treasury Regulation Section 1.704-1(b)(4)(ii).

H. Federal Historic Tax Credits shall be allocated among the Partners in the same manner as profits are allocated among the Partners pursuant to Section 10.3A.

I. The State Historic Tax Credits shall be allocated 100% to the General Partner.

Section 10.4 Minimum Gain Chargebacks and Qualified Income Offset

A. If there is a net decrease in Partnership Minimum Gain during a Partnership taxable year, each Partner will be allocated items of income and gain for such year (and, if necessary, subsequent years) in the proportion to, and to the extent of, an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain during the year. A Partner is not subject to this Partnership Minimum Gain chargeback to the extent that any of the exceptions provided in Treasury Regulation Section 1.704-2(f)(2)-(5) apply. Such allocations shall be made in a manner consistent with the requirements of Treasury Regulation Section 1.704-2(f) under Section 704 of the Code.

B. If there is a net decrease in Partner Nonrecourse Debt Minimum Gain during a Partnership taxable year, then each Partner with a share of the minimum gain attributable to such debt at the beginning of such year will be allocated items of income and gain for such year (and, if necessary, subsequent years) in proportion to, and to the extent of, an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain during the year.

A Partner is not subject to this Partner Nonrecourse Debt Minimum Gain chargeback to the extent that any of the exceptions provided in Treasury Regulation Section 1.704-2(i)(4) applied consistently with Treasury Regulation Section 1.704-2(f)(2)-(5) apply. Such allocations shall be made in a manner consistent with the requirements of Treasury Regulation Section 1.704-2(i)(4) under Section 704 of the Code.

C. If a Partner unexpectedly receives in any taxable year (1) any adjustments, allocations or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) or (2) a distribution, and such adjustment, allocation and/or distribution would cause the negative balance in such Partner's Capital Account to exceed (i) such Partner's share of Partnership Minimum Gain plus (ii) such Partner's share of Partner Nonrecourse Debt Minimum Gain and (iii) the amount of such Partner's obligation, if any, to restore a deficit balance in its Capital Account, then such Partner shall be allocated items of income and gain in an amount and manner sufficient to eliminate such negative balance as quickly as possible. For purposes of this Section 10.4C, a Partner's Capital Account shall be treated as reduced by Qualified Income Offset Items.

Section 10.5 Special Provisions

A. Except as otherwise provided in this Agreement, all profits, losses, credits and distributions shared by the respective classes composed of the Special Limited Partner and the General Partner shall be allocated among the members of such class in accordance with the percentages set forth opposite their respective names in the Schedule. Subject to the provisions of Section 13.8, the Investor Limited Partner and Special Limited Partner each shall be deemed to have been admitted to the Partnership as of the first day of the month during which its actual admission occurs for purposes of allocating profits and losses.

B. Income, gain, loss and deduction with respect to property which has a variation between its basis computed in accordance with Treasury Regulation Section 1.704-1(b) and its basis computed for federal income tax purposes shall be shared among the Partners for tax purposes so as to take account of such variation in a manner consistent with the principles of Section 704(c) of the Code and Treasury Regulation Sections 1.704-1(b)(2)(iv)(g) and 1.704-3.

C. If the Partnership shall receive any purchase money indebtedness in partial payment of the purchase price of the Project and such indebtedness is distributed to the Partners pursuant to the provisions of Section 10.1B or Section 10.2, the distributions of the cash portion of such purchase price and the principal amount of such purchase money indebtedness hereunder shall be allocated among the Partners in the following manner: On the basis of the sum of the principal amount of the purchase money indebtedness and cash payments received on the sale (net of amounts required to pay Partnership obligations and fund reasonable reserves), there shall be calculated the percentage of the total net proceeds distributable to each class of Partners based on Section 10.1B or Section 10.2, as applicable, treating cash payments and purchase money indebtedness principal interchangeably for this purpose, and the respective classes shall receive such respective percentages of the net cash purchase price and purchase money principal. Payments on such purchase money indebtedness retained by the Partnership shall be distributed in accordance with the respective portions of principal allocated to the respective classes of

Partners in accordance with the preceding sentence, and if any such purchase money indebtedness shall be sold, the sale proceeds shall be allocated in the same proportion.

D. Intentionally Omitted.

E. Notwithstanding any provision to the contrary in this Article X, funds of the Partnership constituting Designated Proceeds shall be applied to pay Development Costs and the Development Amount in accordance with the provisions of this Agreement, the Development Agreement and the Project Documents.

F. In applying the provisions of this Article X with respect to distributions and allocations, the following ordering of priorities shall apply:

(1) Capital Accounts shall be deemed to be reduced by Qualified Income Offset Items.

(2) Capital Accounts shall be reduced by distributions of Cash Flow under Section 10.1A.

(3) Capital Accounts shall be reduced by distributions from Capital Transactions under Section 10.1B.

(4) Capital Accounts shall be increased by any minimum gain chargeback under Section 10.4A or 10.4B.

(5) Capital Accounts shall be increased by any qualified income offset under Section 10.4C.

(6) Capital Accounts shall be increased by allocations of profits under Section 10.3A.

(7) Capital Accounts shall be reduced by allocations of losses under Section 10.3A.

(8) Capital Accounts shall be reduced by allocations of losses under Section 10.3B.

(9) Capital Accounts shall be increased by allocations of profits under Section 10.3B.

G. For purposes of determining each Partner's proportionate share of excess Partnership Nonrecourse Liabilities pursuant to Treasury Regulation Section 1.752-3(a)(3), the Investor Limited Partner shall be deemed to have a 99.99% interest in profits of the Partnership and the General Partners shall be deemed to have a 0.01% interest in profits of the Partnership.

H. To the maximum extent permitted under the Code, allocations of profits and losses shall be modified so that the Partners' Capital Accounts reflect the amount they would have reflected if adjustments required by Section 10.4 had not occurred. Furthermore, if for any

Fiscal Year the application of the provisions of Section 10.4 would cause a distortion in the economic sharing arrangement among the Partners and it is not expected that the Partnership will have sufficient other income to correct that distortion, the General Partners may request a waiver from the Service of the application in whole or in part of Section 10.4 in accordance with Treasury Regulation Section 1.704-2(f)(4). Notwithstanding any provision to the contrary in this Section 10.5H, depreciation deductions shall in all events be allocated 99.99% to the Investor Limited Partner and 0.01% to the General Partners.

I. Nonrecourse deductions as defined in Treasury Regulation Section 1.704-2(b)(1) for any Fiscal Year shall be allocated 99.99% to the Investor Limited Partner and 0.01% to the General Partners.

J. Any partner nonrecourse deductions as determined under Treasury Regulation Sections 1.704-2(i)(2) and 1.704-2(k) with respect to Partner Nonrecourse Debt for any Fiscal Year shall be specially allocated to the Partner or Partners that bear the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such deductions are attributable in accordance with Treasury Regulation Section 1.704-2(b)(4) and 1.704-2(i).

K. The Partnership and its Partners shall be permitted to disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure (as defined in Treasury Regulation Section 1.6011-4(c)) of the transaction contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) relating to such tax treatment and tax structure.

L. The Partners intend that the total of all amounts paid or distributed to RTH whether as fees (excluding the Partnership Management Fee and Development Fee) or distributions, and whether paid directly or indirectly (excluding any payments received on the Seller Loan), shall never exceed 50% of the total amount available to be paid or distributed by the Partnership. Notwithstanding anything to the contrary herein, in no event shall any item of income, gain, loss, deduction, or credit be allocated to RTH nor shall any cash distribution or fees payable by the Partnership be made to the General Partner that would cause RTH, directly or indirectly, to have a greater than 50% interest in the capital or profits of the Partnership within the meaning of Section 179(d), 267(b), or 707(b) of the Code and the Treasury Regulations promulgated thereunder. Any such item, distribution, or fee shall be deemed to be a loan from the Partnership repayable by the General Partner or RTH, as the case may be, within thirty (30) days.

ARTICLE XI

MANAGEMENT AGENT

Section 11.1 Management Agent

The General Partners shall have responsibility for obtaining a Management Agent acceptable to the Investor Limited Partner and each Lender and Governmental Agency to manage the Project in accordance with the requirements of each Lender and Governmental Agency. The General Partners shall cause the Partnership to enter into the Management

Agreement with the Management Agent, which may be an Affiliate of a General Partner. The initial Management Agent shall be Wingate Management Company, LLC of Newton, Massachusetts. No Management Agent may be removed or replaced without the prior written consent of the Investor Limited Partner. Subject to the Regulations, the Management Agent shall be entitled to receive a reasonable and competitive Management Fee (determined by reference to arm's-length property management arrangements for comparable properties in force in the general locality of the Project) not to exceed the lesser of 5% of gross rental income or the maximum amount permitted by any relevant Governmental Agency or Lender.

The Management Agent acknowledges that the Partnership is required under this Agreement to use best efforts to lease 100% of the Low Income Units to tenants whose income and rent levels qualify such apartments for inclusion in meeting the requirements for Tax Credits and:

(i) The Management Agent shall require each prospective tenant to certify, on the lease application or lease, the amount of such tenant's annual family income, family size, and any other information reasonably requested by the Partnership in connection with the Tax Credits. The Management Agent shall require the tenants to certify in writing as to such matters on an annual basis, prior to such time as the information is required for reporting purposes. The Partnership shall give the Management Agent advance written notice of such requirements.

(ii) The Partnership shall from time to time furnish the Management Agent with a written schedule of maximum rents for the apartments, depending on family size. Without the Partnership's express prior written consent, the Management Agent shall not enter into any lease on behalf of the Partnership at a rental amount exceeding the application maximum.

(iii) The Management Agent shall maintain and preserve all written records of the tenants' family income and size, and any other information reasonably requested by the Partnership in writing in connection with the Tax Credits, throughout the term of the Management Agreement, and shall turn all such records over to the Partnership upon the termination or expiration of the Management Agreement.

(iv) If requested by the Partnership in writing, the Management Agent shall prepare reports of low-income leasing and occupancy in form suitable for submission in connection with the Tax Credits.

If at any time after the Completion Date:

(i) the Project shall be subject to any substantial building code violation which shall not have been cured within ninety (90) days after notice from the applicable Governmental Agency or department or unless such violation is being validly contested by the General Partners by proceedings which operate to prevent any fines or criminal penalties from being levied against the Partnership or unless, in the case of any such violation not susceptible of cure

within such ninety (90)-day period, the General Partners are diligently making reasonable efforts to cure the same,

(ii) operating revenues of the Project in respect of any period of twelve (12) consecutive calendar months after the Completion Date shall be insufficient to permit the Partnership to pay when due on a current basis all Partnership obligations in respect of such twelve (12) month period,

(iii) the Project ceases to qualify as a “qualified low-income housing project” under Section 42(g) of the Code or four (4) Low Income Units in the Project ceases to qualify as “low income units” under Section 42(i)(3) of the Code,

(iv) a Recapture Event with respect to at least four (4) Units shall have occurred,

(v) the Management Agent or its agents or employees have demonstrated incompetence or malfeasance in the management of the Project, or

(vi) the Special Limited Partner has elected to remove a General Partner that is an Affiliate of the Management Agent pursuant to the provisions of Section 7.7,

then the General Partners shall forthwith give to the Special Limited Partner notice of such event (a “Management Default Notice”), and thereafter the Partnership shall, subject to any Requisite Approvals, forthwith terminate its management agreement with the Management Agent, unless the approval of the Special Limited Partner is obtained to the retention of the Management Agent. Upon any termination, the General Partners shall immediately proceed to select a qualified Person as the new Management Agent (which, in the event the terminated Management Agent was an Affiliate of a General Partner, shall be unaffiliated with any General Partner) as the new Management Agent for the Property, which selection shall be subject to the Consent of the Investor Limited Partner and any Requisite Approvals; and, after such selection, no Management Fee shall be payable to any Person which is an Affiliate of a General Partner unless the management contract with any such Person shall provide for the right of the Partnership to terminate the same upon the occurrence of any circumstance described in this Article XI. If the Management Agent is an Affiliate of the General Partner then in the event that the Special Limited Partner elects to remove the General Partner pursuant to the provisions of Section 7.7, the Management Agreement shall automatically terminate as of the Removal Notice Date. By its execution hereof, the Management Agent agrees that the provisions of this Section which limit the amount of the Management Fee and provide for the termination of the Management Agent under the circumstances herein described are hereby incorporated into any present or future Management Agreement (which shall be deemed amended hereby to the extent necessary to give effect to such provisions).

Section 11.2 Special Power of Attorney

If an event described in clauses (i) through (vi) of Section 11.1 above occurs and the General Partner fails to send a Management Default Notice to the Special Limited Partner within

the ten (10) days of the date the General Partner became aware of such event, the Special Limited Partner hereby is granted an irrevocable power of attorney, coupled with an interest, to take such action, and to execute and deliver such documents on behalf of the Partners and the Partnership, as shall be legally necessary and sufficient to effect the provisions of this Article XI.

ARTICLE XII

BOOKS AND REPORTING, ACCOUNTING, TAX ELECTION, ETC.

Section 12.1 Books, Records and Reporting

A. The General Partners shall keep or cause to be kept a complete and accurate set of books and supporting documentation with respect to the Partnership's business in accordance with this Article XII. The books of the Partnership shall be kept on the accrual basis. The books and records of the Partnership (including all records required to be maintained under the Uniform Act) shall at all times be maintained at the principal office of the Partnership. Each Partner, its duly authorized representatives and any regulatory authority which regulates such Partner shall have the right to examine the books of the Partnership and all other records and information concerning the Partnership and the Project at reasonable times. The books and records of the Partnership shall include, without limitation, copies of the following: (i) the Partnership's federal, state and local income tax or information returns and reports, if any, and all related back-up documentation for ten (10) years from the date of production and (ii) financial statements of the Partnership for ten (10) years from the date of production.

B. The General Partners shall comply with all of the requirements set forth in this Section 12.1 and **Exhibit J** and will deliver to the Special Limited Partner all of the information requested in this Section 12.1 and on **Exhibit J** within the relevant time frames. If the General Partners shall fail to deliver (or cause to be delivered) the statements, reports, filings, or other information required under this Section 12.1 or **Exhibit J** to the Special Limited Partner by the due date, the General Partners shall pay as damages the sum of \$100 per day (plus interest at the Designated Prime Rate plus 3% per annum) to the Special Limited Partner until such information is received by the Special Limited Partner. Such damages shall be paid forthwith by the General Partners. In addition, if the General Partners fail to so pay, the Investor Limited Partner may deduct any unpaid damages from any portion of its Capital Contribution not yet paid, or if such Capital Contribution has been fully paid then the General Partners and their Affiliates shall forthwith cease to be entitled to any Cash Flow or to the payment of any fees which are payable from Cash Flow as provided in Section 10.1A ("Cash Flow Fees"). Such payments of Cash Flow and Cash Flow Fees shall only be restored upon the payment of such damages in full and any amount of such damages not so paid shall be deducted against payments of Cash Flow and Cash Flow Fees otherwise due to the General Partners or their Affiliates. Any failure to so pay the damages described herein or upon the third failure to deliver the information required under this Section 12.1 in any one Fiscal Year shall constitute a Material Default for purposes of Section 7.7.

C. The reports and tax returns described on **Exhibit J** shall be accompanied by a certification from the General Partners that states as follows: (i) all Capital Accounts have been analyzed for minimum gain and, if applicable, how any potential reallocation of profits, losses

and Tax Credits will be addressed, (ii) to the best of the General Partners' knowledge, no notices of any proceedings have been received by the General Partners from the IRS pertaining to the Partnership and, if such notices have been received, then a statement as to the corrective action plan, and (iii) to the best of the General Partners' knowledge, no material litigation has been filed against the Partnership and, if such litigation has been filed, a statement detailing the litigation and the potential outcome.

D. If the General Partners fail to complete such tax returns and submit such Schedules K-1 within the time frames set forth on **Exhibit J**, the Special Limited Partner may select a firm of accountants who shall prepare such returns and Forms K-1. The General Partners shall immediately furnish all necessary documentation and other information to prepare such tax returns and such Schedules K-1 to such accountants.

E. Every Limited Partner shall at all times have access to the records of the Partnership and may inspect and copy any of them. A list of the names and addresses of all of the Limited Partners shall be maintained as part of the books and records of the Partnership and shall be mailed to any Limited Partner upon request.

F. The General Partners shall furnish to the Special Limited Partner a radon gas test measurement report and conclusion (a "Radon Report") for each Building upon completion of construction or rehabilitation thereof, unless the Project is located in a county in the lowest risk EPA radon map Zone 3. The Radon Report must come from a radon service professional who (i) meets state-specific requirements, if any, for providing such Radon Reports, and (ii) has a proficiency listing, accreditation or certification in radon test measurement from either (a) The National Environmental Health Association ("NEHA") National Radon Proficiency Program or (b) The National Radon Safety Board ("NRSB"). Alternatively, a Radon Report from an environmental professional who lacks such a proficiency listing, accreditation or certification from NEHA or NRSB may be acceptable if it follows state-specific requirements and EPA recommendations and protocols set forth in the following EPA publications: *Protocols for Radon and Radon Decay Product Measurements in Homes* (EPA 402-R-93-003, June, 1993) and the *Indoor Radon and Radon Decay Product Measurement Device Protocols* (EPA 402-R-92-004, July, 1992), which protocols are summarized at www.airchek.com. If the Radon Report demonstrates that the radon gas level for a Building exceeds the EPA standard for radon action or remediation then in effect, the General Partners shall install a radon mitigation system or take other recommended mitigation measures and shall provide a follow-up Radon Report to confirm effectiveness.

G. The General Partners and/or their Affiliates shall (i) report any "reportable transactions" to the Service as required under Section 6111 of the Code ("Reportable Transactions"); (ii) disclose any Reportable Transactions as required by Treasury Regulation Section 1.6011-4; (iii) promptly report to the Partners any Reportable Transactions in which the Partnership engages; and (iv) maintain any list of investors in accordance with Section 6112 of the Code to the extent they are required to maintain such lists. The General Partners shall be responsible for any expenses or penalties, including penalties for understatement of income, solely attributable to the failure of the General Partners or their Affiliates to satisfy the Reportable Transactions requirements imposed on them.

H. In addition to the foregoing, the General Partners shall prepare a quarterly report describing each of the following: (i) any new agreement, contract or arrangement between the Partnership and a General Partner or an Affiliate of a General Partner, (ii) the amount of all fees and other compensation and distributions and reimbursed expenses paid by the Partnership for the quarter to any General Partner or Affiliate of a General Partner, (iii) the amount of all distributions of Cash Flow and Capital Transaction proceeds made to Partners during such fiscal quarter (if any); and (iv) a report of the significant activities of the Partnership during the fiscal quarter including, without limitation, any material notice received by the Partnership or the General Partners of any IRS proceeding involving the Partnership, any lapse, cancellation, or non-renewal of any insurance policy that insures the Partnership or its property, and any other material notice (the “Quarterly Status Reports”). Each Quarterly Status Report shall also contain a certification by the General Partners that neither the Partnership nor any General Partner has received any notice or has been cited by or otherwise warned in writing of any Violation (as hereinafter defined) by any Governmental Agency, which Violation could have a materially adverse impact on any of them. For purposes of this certification, a “Violation” shall mean any act or omission complained of which, if uncured, would be in violation of (a) any applicable statute, code, ordinance, rule or regulation, (b) any agreement or instrument to which the Governmental Agency and the Partnership or a General Partner is a party or to which the Project is subject, (c) any license or permit, or (d) any judgment, decree or order of a court. Any exceptions to the foregoing shall be described in such certification. In addition, if requested by the Investor Limited Partner in writing, within a reasonable time after receipt of such a request, each General Partner shall send to the Investor Limited Partner such recent financial statements (including a balance sheet and statement of income) as shall have been so requested.

Section 12.2 Bank Accounts

Subject to any Requisite Approvals, the bank accounts of the Partnership shall be maintained at BANA, as its principal bank, for deposits and the maintenance of business, cash management, operating and administrative deposit accounts. Specifically, the General Partner will establish and maintain a separate operating account for the Partnership (the “Operating Account”). All Cash Receipts from the Project will be deposited into the Operating Account and all Operating Expenses will be paid out of the Operating Account. All funds of the Partnership in excess of those necessary to for the short-term operation of the Project will be invested in the name of the Partnership or the General Partner, under such terms and conditions (including signatories) as the Investor Limited Partner approves in writing. Withdrawals shall be made only in the regular course of Partnership business on the signature of the Managing General Partner. All deposits and other funds not needed in the operation of the business shall be deposited, to the extent permitted by the Lender and the Governmental Agency, in interest-bearing accounts or invested in short-term United States Government obligations maturing within one (1) year. Promptly upon the request of the Investor Limited Partner, the General Partner will obtain and deliver to the Investor Limited Partner full, complete and accurate statements of the amounts and status of all Partnership bank accounts and all withdrawals therefrom and deposits thereto.

Section 12.3 Elections

Unless the Investor Limited Partner shall specify a different permissible treatment in writing, and except to the extent otherwise required by Section 168(g)(1)(B) of the Code, the

Partnership shall depreciate its residential rental property, site improvements and personal property costs, respectively, over twenty-seven and a half (27.5) years, fifteen (15) years and five (5) years for federal income tax purposes, twenty (20) years and ten (10) years for financial accounting purposes. Subject to the provisions of Section 12.4, all other elections required or permitted to be made by the Partnership under the Code shall be made by the General Partners with the Consent of the Investor Limited Partner.

Section 12.4 Special Adjustments

Upon request of the Investor Limited Partner, the General Partner will immediately file an election under Section 754 of the Code and the corresponding Treasury Regulations on behalf of the Partnership to adjust the basis of the Partnership's assets under Section 734(b) or 743(b) and a corresponding election under the applicable sections of state and local law. In the event of a Transfer of all or any part of any Interest of a Partner, the Partnership shall elect, if requested by the transferee, to adjust the basis of Partnership assets pursuant to Section 754 of the Code (or corresponding provisions of succeeding law). Notwithstanding anything to the contrary contained in Article X, any such adjustment shall affect only the successor in interest to the transferring Partner. Each Partner will furnish the Partnership with all information necessary to give effect to such election.

Section 12.5 Fiscal Year

The Fiscal Year of the Partnership shall be the calendar year unless a different year is required by the Code.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1 Notices

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and deemed to have been given when the same are (i) deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) deposited with Federal Express or similar overnight delivery service, (iii) transmitted by telecopier or other facsimile transmission, answerback requested, or (iv) delivered personally, in each case to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the Partnership:

If to the Partnership, at the principal office of the Partnership set forth in Section 2.2, and if to a Partner, at its address set forth in the Schedule, with copies to with copies to Holland & Knight LLP, 10 St. James Avenue, Boston, MA 02116, Attention: James E. McDermott, Esq. and Klein Hornig LLP, 101 Arch Street, Suite 1101, Boston, MA 02110 Attention: John Achatz, Esq.

Section 13.2 Word Meanings

The words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Any references to “Sections” or “Articles” are to Sections or Articles of this Agreement, unless reference is expressly made to a different document.

Section 13.3 Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement. Subject to the preceding sentence, none of the provisions of this Agreement shall be for the benefit of any lender or any other Person who is not a Partner.

Section 13.4 Applicable Law

This Agreement shall be construed and enforced in accordance with the internal laws of the State.

Section 13.5 Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 13.6 Paragraph Titles

Paragraph titles and any table of contents herein are for descriptive purposes only, and shall not affect the meaning of this Agreement as set forth in the text.

Section 13.7 Separability of Provisions; Rights and Remedies

A. Each provision of this Agreement shall be considered separable and (i) if for any reason any provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, or (ii) if for any reason any provisions herein would cause the Limited Partners to be bound by the obligations of the Partnership under the laws of the State as the same may now or hereafter exist, such provisions shall be deemed void and of no effect.

B. Each of the parties hereto irrevocably waives during the term of the Partnership (including any periods during which the business of the Partnership is required to be continued under Article VII) any right (i) that such party may have to maintain any action for partition with respect to the property of the Partnership, and (ii) to commence an action seeking dissolution of the Partnership (unless the Consent of the Investor Limited Partner has been obtained).

C. The rights and remedies of any of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the parties confirms that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threat of breach of any provision hereof, it being the intention that the respective rights and obligations of the Partners shall be enforceable in equity as well as at law or otherwise.

D. Each Partner and each Guarantor irrevocably:

(i) agrees that any suit, action or other legal proceeding arising out of this Agreement, any of the Related Agreements or any of the transactions contemplated hereby or thereby shall be brought in the courts of record of Suffolk County of the Commonwealth of Massachusetts or the courts of the United States located in Boston, Massachusetts;

(ii) consents to the jurisdiction of each such court in any such suit, action or proceeding;

(iii) waives any objection which he may have to the laying of venue of any such suit, action or proceeding in any of such courts; and

(iv) waives its right to a jury trial with respect to any suit, action or other legal proceeding arising out of this Agreement, any of the Related Agreements or any of the transactions contemplated hereby or thereby.

Section 13.8 Effective Date of Admission

Any Partner admitted to the Partnership during any calendar month shall be deemed to have been admitted as of the first day of such calendar month for all purposes of this Agreement including the allocation of profits, losses and credits under Article X; *provided, however*, that if regulations are issued by the Service or an amendment to the Code is adopted which would require, in the opinion of the Accountants, that a Partner be deemed admitted on a date other than as of the first day of such month, then the General Partners shall select a permitted admission date which is most favorable to the Partner.

Section 13.9 Delivery of Certificate

Promptly upon the filing of the Certificate and each amendment thereto in the appropriate filing office, the General Partners shall deliver or mail a copy thereof to each Limited Partner.

Section 13.10 Additional Information

At the request of the Investor Limited Partner, the General Partners shall furnish to the Investor Limited Partner: (i) Plans and Specifications for the Project; (ii) manuals, booklets and other documents describing the location and operation of all systems within the Project,

including without limitation heating, air conditioning, elevator, electrical and plumbing systems; (iii) a list and copies of all agreements concerning the maintenance, operation and management of the Project; and (iv) such other information regarding the Partnership, the Project or the Related Agreements as the Investor Limited Partner may reasonably request.

Section 13.11 Further Documents and Actions

The Partners agree that they shall, from time to time, execute and deliver such further documents and do such further actions and things as may be reasonably requested by any other such party in order to effect fully the purposes of this Agreement and each other agreement or instrument identified on the Document Schedule.

Section 13.12 Brokers or Finders

The parties hereto agree that no broker or finder has any claim for commissions or fees in connection with the transaction embodied herein. The General Partners shall jointly and severally indemnify the Limited Partners against any brokers' or finders' fees or commissions claimed through the General Partners or their Affiliates in connection with the transactions contemplated hereby, including without limitation fees or commissions claimed by any syndicator or consultant engaged by the General Partners or any of their Affiliates. Fees payable to Bank of America are not covered hereby.

Section 13.13 Amendment

This Agreement may only be amended in writing signed by the General Partner, the Investor Limited Partner and the Special Limited Partner. All parties agree that no oral agreements or course of conduct of the parties shall be deemed to be an amendment to this Agreement unless in writing signed as described above.

Section 13.14 Publicity Rights

At the Investor Limited Partner's request, but at the expense of the Partnership, the General Partner will place a sign at a location on the Property satisfactory to the Investor Limited Partner, which sign will recite, among other things, that BANA is the investor limited partner in the Partnership. The General Partner expressly authorizes the Investor Limited Partner to prepare and to furnish to the news media for publication from time to time news releases with respect to the Property, specifically to include releases detailing BANA's involvement with the Property. BANA may feature the Project in a series of marketing materials that may be distributed both inside and outside of BANA. These materials may include the names of the General Partner, the Developer, the Guarantor, or the Project sponsor, a description of the Property type, its features, and its impact on the community, the size of the Project, in terms of both the units produced and the development costs, the BANA products/services utilized in undertaking the Project (including amounts), and pictures and renderings of the Project. The General Partner and its Affiliates irrevocably grant to the Investor Limited Partner and its Affiliates the right to use, publish, produce, copyright, and to distribute to the public from time to time, in various forms of promotional materials, any information obtained by the Investor Limited Partner concerning the General Partner (excluding, however, financial information regarding the General Partner, the Guarantor, and Project sponsor, or other information of a sensitive nature that reasonable parties

would agree is not suitable for public distribution), its name, projects financed in whole or in part by BANA, and any financial relationships or transactions entered into between the General Partner and BANA or its Affiliates, specifically including photographs or images of the Project, whether or not such information, photographs or images are provided by or on behalf of the General Partner. The General Partner hereby releases any and all interest it may now or hereafter have in such promotional materials and any information, photographs or images used in connection therewith.

ARTICLE XIV

Section 14.1 Anti-Bribery/Anti-Corruption Representations and Warranties.

A. The General Partner is aware of the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), and any other relevant regulations, and understands its relevance in the transaction to BANA. BANA is committed to strict compliance to all requirements both in the letter and spirit of all relevant laws. General Partner therefore makes the following representations and warranties in connection with the transaction or activity:

B. Familiarity and compliance with Bribery & Corruption prohibitions. The General Partner represents and warrants that it is familiar with the FCPA and/or other relevant bribery and/or corruption laws or regulations and its purposes, including its prohibition against taking corrupt or improper actions in furtherance of an offer, payment, promise to pay or authorization of the payment of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, and those entertainment, travel expenses or any other financial advantage that goes beyond what is legal, reasonable and customary and of modest value, to:

- (i) an executive, official, employee or agent of a governmental department, agency or instrumentality;
 - (ii) a director, officer, employee or agent of a wholly or partially government-owned or government-controlled entity;
 - (iii) a political party or official thereof, or candidate for political office;
 - (iv) an executive, official, employee or agent of a public international organization (e.g., the International Monetary Fund or the World Bank); or
 - (v) any other person, entity or party,
- while knowing or having a reasonable belief that all or some portion of the financial or other advantage will be used for the purpose of:
- (a) influencing any act, decision or failure to act by a person in his or her private or official capacity;
 - (b) inducing a person to use his or her influence or instrumentality to affect any act or decision; or
 - (c) offering, requesting or securing an improper or illegal advantage; in order to obtain, retain, direct business or any other advantage.

C. Subsequently identified bribery and corruption laws or regulatory concerns. The parties will meet promptly, as appropriate, in light of a potential bribery or corruption concern being identified, discovered, or disclosed as the result of an ongoing or pending investigation

conducted by federal, state or municipal authorities. If, after consultation by all parties to the transaction, any such bribery or corruption concern cannot be resolved in the good faith and reasonable judgment of BANA, then BANA, on written notice to General Partner, may withdraw from or terminate this agreement without penalty.

D. Non Government Employees. The General Partner represents that none of its officers, directors, senior managers, partners, owners, or principals are Government Employees.

Under BANA policy, a Government Employee includes:

- Any officers and employees, regardless of rank, of a branch of government, whether national, state, provincial or local/municipal;
- Governmental departments, ministries and agencies;
- Judiciary;
- Public Hospitals;
- Central Bank officials and employees;
- Pension funds or systems;
- Sovereign Wealth Funds and employees;
- Customs Officials;
- Officers and employees of a wholly or partially Government-owned or Government-controlled entity;
- Officers and employees of a public international organization;
- Officers and employees of Self-Regulatory Organizations (SROs);
- Political parties and their officers or employees;
- Individuals acting in an official capacity or on behalf of any government or public international organization (e.g., an official advisor to the government);
- Candidates for political office and the official campaign staff of such candidates;
- Members of a ruling monarchical or royal family;
- Close family members or close associates (e.g. key advisors) of Government Employees as defined above.

The General Partner agrees that if any of its officers, directors, senior managers, partners, owners, or principals becomes a Government Employee (prior to the completion of this transaction or during the relationship), then the General Partner will promptly notify BANA in writing. On receipt of a written notice, the Parties will consult together to address possible issues of compliance with the FCPA and or other relevant bribery and corruption laws and regulations and determine whether those issues can be satisfactorily resolved. If, after consultation, any such issues cannot be resolved in the good faith and reasonable judgment of BANA, then BANA, on written notice to General Partner, may withdraw from or terminate this agreement without penalty.

E. Previous or pending violations. The General Partner warrants that it has not breached any local bribery and corruption requirements, unless these have been fully disclosed to the Bank, and that it has no reason to suspect any investigation is (or is about) to take place by any regulator or law enforcement authority in relation to its (or its officers, agents or otherwise)

activities in any jurisdiction in relation to bribery and or corruption violations unless these have been fully disclosed to the Bank.

F. Role of Government Employee. The General Partner represents and warrants that no Government Employee who is an officer, director, senior manager, partner, owner, principal or investor of the General Partner has been involved on behalf of a Government in decisions as to whether the General Partner or BANA would be awarded business or that otherwise could benefit General Partner or BANA, or in the appointment, promotion, or compensation of persons who will make such decisions. The General Partner further represents and warrants that no such Government Employee will use their Government positions to influence acts or decisions of a Government for the benefit of the General Partner or BANA or any other linked person(s). General Partner further represents and warrants that such Government Employees will not meet or communicate with Government Employees on behalf of the General Partner or BANA without advising the General Partner in writing in advance of such meeting or communication, and the General Partner will promptly provide such writing to BANA.

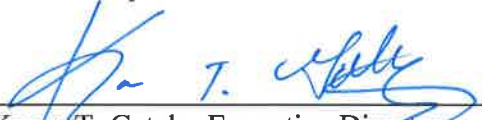
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed under seal as of the day and year first above written.

GENERAL PARTNER:

RTH RESTORATION HOUSING GP, INC., a
Massachusetts corporation

By:


Karen T. Gately, Executive Director

INVESTOR LIMITED PARTNER:

BANK OF AMERICA, N.A., a national banking
association

By:

Michael E. Clarke, Senior Vice President

SPECIAL LIMITED PARTNER:

BANC OF AMERICA CDC SPECIAL
HOLDING COMPANY, INC., a North Carolina
corporation

By:

Michael E. Clarke, Senior Vice President

WITHDRAWING LIMITED PARTNER:

ROXBURY TENANTS OF HARVARD
ASSOCIATION, INC., a Massachusetts non-
profit corporation

By:


Karen T. Gately, Executive Director

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed under seal as of the day and year first above written.

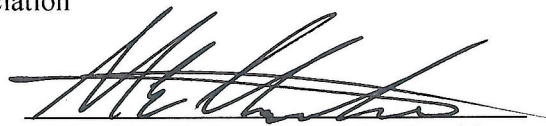
GENERAL PARTNER:

RTH RESTORATION HOUSING GP, INC., a
Massachusetts corporation

By: _____
Karen T. Gately, Executive Director

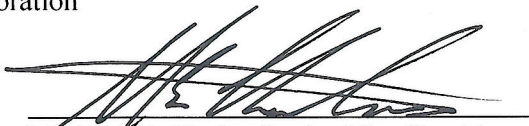
INVESTOR LIMITED PARTNER:

BANK OF AMERICA, N.A., a national banking
association

By: 
Michael E. Clarke, Senior Vice President

SPECIAL LIMITED PARTNER:

BANC OF AMERICA CDC SPECIAL
HOLDING COMPANY, INC., a North Carolina
corporation

By: 
Michael E. Clarke, Senior Vice President

WITHDRAWING LIMITED PARTNER:

ROXBURY TENANTS OF HARVARD
ASSOCIATION, INC., a Massachusetts non-
profit corporation

By: _____
Karen T. Gately, Executive Director

MANAGEMENT AGENT:
(Pursuant to Section 11.1)

WINGATE MANAGEMENT COMPANY, LLC,
a Massachusetts limited liability company

By:



Name: Michael R. Martin
Its: Senior Vice President

DEVELOPER:
(For Purpose of Section 7.7)

ROXBURY TENANTS OF HARVARD
ASSOCIATION, INC., a Massachusetts non-
profit corporation

By:

Karen T. Gately, Executive Director

MANAGEMENT AGENT:
(Pursuant to Section 11.1)

WINGATE MANAGEMENT COMPANY, LLC,
a Massachusetts limited liability company

By: _____
Name: _____
Its: _____

DEVELOPER:
(For Purpose of Section 7.7)

ROXBURY TENANTS OF HARVARD
ASSOCIATION, INC., a Massachusetts non-
profit corporation

By:  _____
Karen T. Gately, Executive Director

Exhibit A

RTH RESTORATION HOUSING LIMITED PARTNERSHIP

SCHEDULE OF PARTNERS

As of December 11, 2015

<u>Name and Business Address</u>	<u>Capital Contributions</u>	<u>Percentage of Partnership Interests for Class</u>
<u>GENERAL PARTNERS:</u>		
RTH Restoration Housing GP, Inc. c/o Roxbury Tenants of Harvard Association, Inc. 11 New Whitney Street Boston, MA 02115 Attention: Executive Director (617) 232-4306 (Telephone No.)	\$100	100%
<u>INVESTOR LIMITED PARTNER:</u>		
Bank of America, N.A. MA1-225-02-02 225 Franklin Street Boston, MA 02110 Attention: Regina Bender (617) 346-1426 (Telephone No.) (617) 346-2724 (Fax No.)	\$12,030,308	100%
<u>SPECIAL LIMITED PARTNER:</u>		
Banc of America CDC Special Holding Company, Inc. MA1-225-02-02 225 Franklin Street Boston, MA 02110 Attention: Regina Bender (617) 346-1426 (Telephone No.) (617) 346-2724 (Fax No.)	\$0	100%

* Includes the Expense Reimbursement Contribution. Payable in accordance with Article V.

Exhibit B

RELATED AGREEMENTS

1. Development Agreement
2. Guaranty Agreement
3. Closing Certificate
4. Supervisory Management Agreement
5. Partnership Management Agreement
6. Right of First Refusal Agreement
7. Purchase Option Agreement
8. 168(h)(6) Certificate
9. Opinion of Local Counsel dated as of Investment Closing
10. Title Policy with Special Endorsements
11. Credit Approval
12. Insurance Certificates (satisfying the requirements of Exhibit C of the Partnership Agreement)

Exhibit C

INSURANCE REQUIREMENTS

Summary of Requirements

Hazard insurance certificates and policy confirmations meeting Bank of America's requirements should be obtained in favor of the Partnership and listing "*Bank of America, N.A., a national banking association, as Investor Limited Partner, Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as Special Limited Partner, and each of their successors and assigns, as their interests may appear*" as additional insureds, with respect to the following items: (i) Builder's Risk coverage in an amount at least equal to the amount of the hard cost construction contract (i.e., the Insurable Value); (ii) Workmen's Compensation insurance; (iii) fire and extended coverage insurance in an amount equal to at least the full replacement cost of the Project, or if under construction, to replace work completed to date; (iv) single limit comprehensive general liability insurance on an "occurrence basis" against claims for personal injury in an amount of at least \$1,000,000 for any single occurrence and \$5,000,000 in aggregate coverage for any single year.

All Asset Management and Insurance Notifications and Certificates should be identified and sent to Regina Bender:

MA1-225-02-02
225 Franklin Street
Boston, MA 02110
(617) 346-1426 (Telephone No.)
(617) 346-2724 (Fax No.)
Email: regina.s.bender@baml.com

Insurance Format

All carriers must be admitted to do business in the state where the property is located, and must be rated by **A.M. Best** and carry a minimum rating of **A- IX** or better.

THESE REQUIREMENTS MAY BE FORWARDED TO YOUR INSURANCE AGENT OR BROKER AS WELL AS THE GENERAL CONTRACTOR.

Property Insurance Requirement

Evidence of Property Insurance **ACORD 27**, **ACORD 28** or equivalent which conveys to the investor all the rights and privileges afforded under the policy in a manner acceptable to Bank of America. A Lender's Loss Payable endorsement is required in addition to acceptable evidence. This endorsement shall name Bank of America, N.A. as mortgagee and loss payee and must contain provisions acceptable to Bank of America.

Note: **ACORD 25** is not acceptable as evidence of property coverage. ACORD forms or other forms with disclaimers similar to ACORD 25 are not acceptable. Therefore, ACORD 27 & ACORD 28 forms (**version 07/2006**) are not acceptable.

Evidence of Property Insurance must indicate all of the following coverage:

- Include a description of the property insured in addition to the property address.
- *Bank of America, N.A., a national banking association, as Investor Limited Partner, Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as Special Limited Partner, and each of their successors and assigns, as their interests may appear, must be listed as Named Insured or Property Owner.*
- The policy limit for Hard Costs must be sufficient to cover the full cost to rebuild the building(s).
- Deductible of \$10,000 maximum.
- A certified copy of the insurance policy will be required prior to investment and loan closing. If this is a new insurance policy, a certified copy will be required within 90 days from the effective date.
- The insurance policy form must be Builders Risk.
- The policy must be written on Special Form (also known as All Risk).
- Acts of Terrorism – the insurance policy must not contain an exclusion for acts of terrorism. The evidence of insurance must include the following: *Acts of Terrorism are not specifically excluded.*
- Completed Value form is required. Reporting Form is not acceptable.
- Builders Risk policies void coverage when the building in the course of construction is partially occupied prior to being 100% complete. This clause is commonly known as the Occupancy Clause. We require this clause to be deleted by endorsement.
- 30 day cancellation clause, with 10 day for non payment of premium.
- Bank of America, N.A. must be named as mortgagee and loss payee.
- Vandalism and Malicious Mischief (V&MM) and Theft on construction materials on site prior to installation must be included.
- The Builders Risk policy must include coverage for Soft Costs including construction loan interest payments and other expenses that could be incurred again during the reconstruction period after a loss.

Partnership's Liability Insurance Requirements
(Use ACORD 25 form)

Primary liability insurance and excess liability insurance limits are acceptable to comply with the per occurrence policy limit requirement.

- The Partnership must be a Named Insured.
- *Bank of America, N.A., a national banking association, as Investor Limited Partner, Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as Special*

Limited Partner, and each of their successors and assigns, as their interests may appear must be named as additional insured.

- Commercial General Liability insurance policy must be on Occurrence Form. Claims Made form is not acceptable. The policy limit must be **\$1,000,000.00** per occurrence and **\$10,000,000** in the aggregate, and include the following coverage:
 - Products/Completed Operations coverage.
 - Protective Liability (a.k.a. Owners and Contractors Protective liability) covering borrower for liability claims stemming from the general contractor's actions.
- 30 day cancellation clause, with 10 day for non-payment of premium.

Builder's Insurance Requirements **(Use ACORD 25 form)**

If a general contractor is hired to do the construction work, insurance from the contractor is required as follows:

- The certificate of insurance must include a description of the property insured and the property address.
- Commercial General Liability insurance policy must be on Occurrence Form. Claims Made form is not acceptable. The policy limit must be **\$5,000,000.00** per occurrence and must include the following coverage:
 - Products/Completed Operations coverage must be included.
 - Protective Liability (a.k.a. Independent Contractors Protective liability) covering all subcontractors.
- *Bank of America, N.A., a national banking association, as Investor Limited Partner, Banc of America CDC Special Holding Company, Inc., a North Carolina corporation, as Special Limited Partner, and each of their successors and assigns, as their interests may appear must be named as additional insured.*
- An additional insured endorsement naming the Partnership as an additional insured.
- 30 day cancellation clause, with 10 day for non-payment of premium.
- Statutory Workers' Compensation insurance.
- Employers' Liability coverage (**\$1,000,000.00** Minimum)
- Bank of America, N.A. must be the certificate holder.

Property Manager's Insurance Requirements

If a management agent is hired to perform property management services, insurance from the management agent is required as follows:

- The certificate of insurance must include a description of the property insured and the property address.

- Commercial General Liability insurance policy must be on Occurrence Form. Claims Made form is not acceptable. The policy limit must be **\$1,000,000.00** per occurrence and **\$5,000,000** in the aggregate and must include the following coverage.
- Fidelity/dishonesty bond in an amount not less than six (6) months of Property gross rental receipts.
- A comprehensive automobile liability insurance in an amount of not less than **\$1,000,000** per occurrence and **\$2,000,000** in the aggregate covering liability arising out of any owned, non-owned or hired vehicles (if any) utilized by the property manager in conjunction with the property and shall comply with any compulsory coverage mandated by the jurisdiction where such vehicles are registered.
- An additional insured endorsement naming the Partnership as an additional insured.
- 30 day cancellation clause, with 10 day for non-payment of premium.
- Statutory Workers' Compensation insurance providing statutory benefits for all employees of the Management Agent.
- Employers' Liability coverage (**\$1,000,000.00** Minimum).
- Bank of America, N.A. must be the certificate holder.

All of the conditions listed above are requirements of Bank of America, and must be indicated on the Proof of Insurance. The insurance requirements listed above do not modify any provisions of the loan or equity documents regarding insurance. They represent the minimum requirements of Bank of America and should not be accepted as advice of counsel concerning an adequate property and casualty insurance program to meet your personal needs. We urge you to seek advice from your insurance adviser in this regard.

Exhibit D

RTH RESTORATION HOUSING LIMITED PARTNERSHIP

SECOND INSTALLMENT PAYMENT CERTIFICATE

The undersigned, constituting the general partners (the “General Partner”) of RTH Restoration Housing Limited Partnership, a Massachusetts limited partnership (the “Partnership”), does hereby certify to Bank of America, N.A., a national banking association, and its successors and assigns (the “Investor Limited Partner”), pursuant to Section 5.1B(i) of the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of December 11, 2015 (the “Partnership Agreement”), that:

1. All preconditions, representations, warranties and agreements set forth in the Partnership Agreement and applicable to the Second Installment have been satisfied.

2. As set forth in Section 5.1A of the Partnership Agreement, the amount of the Second Installment is \$_____, there being no reduction in the amount thereof pursuant to Section 5.2 of the Partnership Agreement. [Modify as appropriate if any adjustment shall have occurred and attach supporting calculations and documentation.]

3. The Completion Date occurred on _____. Attached hereto is a copy of the completed certification provided by the Architect, which has been reviewed and approved by the Special Limited Partner, in the form attached as Attachment A.

4. Attached hereto is (a) a true copy of all temporary certificates or permits of occupancy for the Project, and (b) a current title search report demonstrating that the Project is free and clear of any mechanics’ or other liens.

5. Attached hereto is evidence that the General Partner, in connection with the filing of its 2015 tax return, made a timely election under Section 168(h)(6)(F)(ii) of the Code so that no part of the Project constitutes “tax exempt use property” within the meaning of Section 168(h) of the Code.

6. The date of this Certificate is not earlier than October 1, 2016.

7. Each of the representations and warranties set forth in Section 6.5 of the Partnership Agreement is true and correct in all material respects.

8. No event has occurred which would permit the Investor Limited Partner to give an Election Notice under Section 5.3 of the Partnership Agreement.

9. No Event of Bankruptcy as to any General Partner, RTH or Urban Edge shall have occurred unless such Event of Bankruptcy shall have been cured in a manner approved in writing by the Investor Limited Partner.

10. No event has occurred which suspends or terminates the obligations of the Investor Limited Partner to pay Installments under the Partnership Agreement which has not been cured as therein provided.

11. Attached hereto is a true copy of the final issued Title Policy with all Special Endorsements thereto (including a current date down endorsement without a survey exception), evidencing the accuracy of the representations contained in Section 6.5A(viii) of the Partnership Agreement.

12. The Investor Limited Partner has received copies of such other documents relating to the Project as it may reasonably request.

Capitalized terms not defined herein shall have the meanings given to them in the Partnership Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20__.

GENERAL PARTNER:

RTH RESTORATION HOUSING GP, INC., a
Massachusetts corporation

By: _____

Attachment A

[Construction Inspector Letterhead]

100% Completion Certificate

Form of Construction Inspector's Certificate of Percentage Completion

The undersigned, _____, is the construction consultant engaged by Bank of America, N.A. pursuant to that certain Lender Advisor Agreement dated as of December 11, 2015 in connection with the rehabilitation of a project known as RTH Restoration Housing, in Boston, Massachusetts, an 81 unit multifamily affordable housing project under Code Section 42 (the "Project") owned by RTH Restoration Limited Partnership, a Massachusetts limited partnership (the "Partnership"). The undersigned hereby certifies to Bank of America, N.A., its successors or assigns (the "Bank") with respect to the Bank's payment to the Partnership of the amount due and owing as of the Second Installment as set forth in the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of December 11, 2015 (the "Partnership Agreement"), executed by the Bank in connection with the Bank's acquisition of its Interest (as that and all other capitalized terms used herein are defined in the Partnership Agreement), as follows:

The work to be performed by the Builder under the Construction Contract is substantially complete, subject only to punch list items not in excess of \$50,000 in the aggregate, and to the best of my ability, such work has been performed in a good and workmanlike manner in accordance with applicable requirements of all Governmental Authorities having jurisdiction over the Project and the Construction Documents.

Dated: as of _____, 20__.

[_____]

By: _____

Name: _____

Title: _____

Exhibit E

RTH RESTORATION HOUSING LIMITED PARTNERSHIP

THIRD INSTALLMENT PAYMENT CERTIFICATE

The undersigned, constituting the general partners (the "General Partner") of RTH Restoration Housing Limited Partnership, a Massachusetts limited partnership (the "Partnership"), does hereby certify to Bank of America, N.A., a national banking association, and its successors and assigns (the "Investor Limited Partner"), pursuant to Section 5.1B(i) of the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of December 11, 2015 (the "Partnership Agreement"), that:

1. All preconditions, representations, warranties and agreements set forth in the Partnership Agreement and applicable to the Third Installment have been satisfied.

2. As set forth in Section 5.1A of the Partnership Agreement, the amount of the Third Installment is \$_____, there being no reduction in the amount thereof pursuant to Section 5.2 of the Partnership Agreement. [Modify as appropriate if any adjustment shall have occurred and attach supporting calculations and documentation.]

3. Final Closing (which for purposes of payment of this Third Installment shall be satisfied if a draft Cost Certification is delivered rather than the final Cost Certification contemplated by clauses (iv) and (v) of the definition of Final Closing) occurred on _____, as evidenced by the following:

- a. Attached hereto are copies of the final (non-temporary) certificates of occupancy permitting occupancy of 100% of the units in the Project or sign off from ISD evidencing the approval of the completion of the rehabilitation of each Building in the Project.
- b. All reserves have funded as of the date hereof.
- c. Permanent Mortgage Commencement has occurred.
- d. The State Historic Tax Credit Loan has been made to the Partnership.

4. The Partnership achieved a Debt Service Coverage Ratio of 115% for each of three (3) consecutive calendar months on _____ (which includes the last day of the most recent calendar month immediately preceding the date of this Certificate), as evidenced by the determination letter attached hereto as Attachment A.

5. The Initial Occupancy Date occurred on _____, and copies of a current rent roll and the Tenant Income Certifications for each of the Qualified Tenants in the Project have been delivered to the Special Limited Partner.

6. 93% physical occupancy of the Units has occurred for a period of three (3) consecutive calendar months, as demonstrated by the attached rent roll.

7. The Accountants have determined the amount of the Tax Credits for purposes of Cost Certification, as evidenced by the attached calculation, and the General Partner agrees with the adjustments reflected in the Revised Economic Projections.

8. [Attached is a copy of the Part 3 Approval for the Project.] [The Part 3 Approval for the Project has not yet been obtained but as all other conditions precedent for payment of this Third Installment have occurred, the condition precedent of obtaining the Part 3 Approval shall be moved to the Fourth Installment.]

9. Attached hereto is a true copy of a date-down endorsement to the Title Policy (or equivalent evidence from the issuer of the Title Policy) evidencing the accuracy of the representation contained in Section 6.5A(viii) of the Partnership Agreement.

10. The date of this Certificate is not earlier than November 1, 2016.

Capitalized terms not defined herein shall have the meanings given to them in the Partnership Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20__.

GENERAL PARTNER:

RTH RESTORATION HOUSING GP, INC., a
Massachusetts corporation

By: _____

Attachment A

[Letterhead of Partnership Accountants]

DETERMINATION OF DEBT SERVICE COVERAGE RATIO

_____, 20__

Bank of America, N.A.
Community Development Banking
MA1-225-02-02
225 Franklin Street
Boston, MA 02110

Bank of America CDC Special Holding Company, Inc.
Community Development Banking
MA1-225-02-02
225 Franklin Street
Boston, MA 02110

Re: RTH Restoration Housing Limited Partnership (the "Partnership")

Ladies and Gentlemen:

We have reviewed the pertinent portions of the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of December 11, 2015 (the "Partnership Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Partnership Agreement.

Using information provided to us by the Partnership concerning RTH Restoration Housing, an 81-unit apartment complex located in Boston, Massachusetts (referred to herein as the "Project"), we have performed the following procedures:

We have compiled a statement of income and expenses for the four (4) month period ending _____, 20__.

We have obtained an annual budget prepared by the Project's management agent for the year ended December 31, 20__.

We have adjusted the statement to annualize all expenditures, including those of a seasonal or irregular nature which might reasonably be expected to be incurred on an unequal basis during a full annual period of operations. (Examples of such expenditures include debt service, reserve funding, maintenance, utilities, snow removal and real estate taxes.)

We have compared the budget for such period to the statement of actual results, and have made all inquiries we considered necessary with respect to any material variances.

We have performed such other procedures as we considered necessary to evaluate both the assumptions used and the information provided to us by the Partnership and the management agent.

We have determined that the Partnership, for a period of three (3) consecutive calendar months (and during each individual month) beginning on _____, 20__ (which date is subsequent to Final Closing) has achieved a Debt Service Coverage Ratio of 115%. Furthermore, nothing has come to our attention to suggest that the data or assumptions on which the above determination is based are incorrect or inappropriate.

Copies of the calculations and adjustments we have made in reaching the determination above and of financial statements and budgets upon which such calculations are based are attached hereto.

[ACCOUNTANTS]

By: _____
Name:
Its:

Exhibit F

RTH RESTORATION HOUSING LIMITED PARTNERSHIP

FOURTH INSTALLMENT PAYMENT CERTIFICATE

The undersigned, constituting the general partners (the "General Partner") of RTH Restoration Housing Limited Partnership, a Massachusetts limited partnership (the "Partnership"), does hereby certify to Bank of America, N.A., a national banking association, and its successors and assigns (the "Investor Limited Partner"), pursuant to Section 5.1B(i) of the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of December 11, 2015 (the "Partnership Agreement"), that:

1. All preconditions, representations, warranties and agreements set forth in the Partnership Agreement and applicable to the Fourth Installment have been satisfied.

2. As set forth in Section 5.1A of the Partnership Agreement, the amount of the Fourth Installment is \$_____, there being no reduction in the amount thereof pursuant to Section 5.2 of the Partnership Agreement. [Modify as appropriate if any adjustment shall have occurred and attach supporting calculations and documentation.]

3. The Accountants have determined the final amount of the Tax Credits for purposes of Cost Certification, as evidenced by the determination letter attached hereto as Attachment A, and the General Partner agrees with the adjustments reflected in the Revised Economic Projections.

4. Cost Certification has occurred and the Accountant's final, certified audit is attached hereto.

5. The Partnership has received Forms 8609 from the Credit Agency with respect to all of the Buildings comprising the Project and has recorded the Extended Use Agreement, copies of which are attached.

6. The Partnership has received a copy of the tax credit compliance audit report and Tenant Income Certifications for each of the Qualified Tenants in the Property.

7. [If not delivered in connection with the payment of the Third Installment, the Part 3 Approval is attached.]

8. The state review board of the Massachusetts Historical Commission has approved the nomination of the Francis Street-Fenwood Road National Register Historic District for listing on the National Register and the State Historic Preservation Officer has made a nomination submission to NPS.

9. The Francis Street-Fenwood Road Historic District has been listed on the National Register and evidence of such listing is attached provided; however, if all conditions precedent to the payment of this Fourth Installment have been satisfied with the exception of the listing of the historic district on the National Register, then the Fourth Installment less \$25,000

will be paid to the Partnership. Upon receipt of the listing of the Francis Street-Fenwood Road Historic District, the remaining \$25,000 shall be paid to the Partnership.

10. The date of this Certificate is not earlier than January 1, 2017.

11. Each of the representations and warranties set forth in Section 6.5 of the Partnership Agreement is true and correct in all material respects.

12. No event has occurred which would permit the Investor Limited Partner to give an Election Notice under Section 5.3 of the Partnership Agreement.

13. No Event of Bankruptcy as to any General Partner, RTH or Urban Edge shall have occurred unless such Event of Bankruptcy shall have been cured in a manner approved in writing by the Investor Limited Partner.

14. No event has occurred which suspends or terminates the obligations of the Investor Limited Partner to pay Installments under the Partnership Agreement which has not been cured as therein provided.

15. Attached hereto is a true copy of a date-down endorsement to the Title Policy (or equivalent evidence from the issuer of the Title Policy) evidencing the accuracy of the representation contained in Section 6.5A(viii) of the Partnership Agreement.

16. The Investor Limited Partner has received copies of such other documents relating to the Project as it may reasonably request.

Capitalized terms not defined herein shall have the meanings given to them in the Partnership Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20__.

GENERAL PARTNER:

RTH RESTORATION HOUSING GP, INC., a
Massachusetts corporation

By:_____

Attachment A
[Letterhead of Partnership Accountants]
DETERMINATION OF TAX CREDIT

_____, 20__

Bank of America, N.A.
Community Development Banking
MA1-225-02-02
225 Franklin Street
Boston, MA 02110

Bank of America CDC Special Holding Company, Inc.
Community Development Banking
MA1-225-02-02
225 Franklin Street
Boston, MA 02110

Re: RTH Restoration Housing Limited Partnership (the “Partnership”)

Ladies and Gentlemen:

We have reviewed the pertinent portions of the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of December 11, 2015 (the “Partnership Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Partnership Agreement.

Based upon information provided to us by the Partnership concerning RTH Restoration Housing, an 81-unit apartment complex located in Boston, Massachusetts (referred to herein as the “Project”), we have performed the following procedures.

We have compiled a statement of the development costs through _____, 20__ and the expected classification of each cost for tax purposes.

We have obtained a budget for the development costs from the Partnership.

We have compared the budget for such costs to the actual results, and have made all inquiries we considered necessary with respect to any material variances.

We have performed such other procedures as we considered necessary to evaluate both the assumptions used and the information provided to us by the Partnership.

We have determined that the Adjusted Aggregate Federal Low Income Tax Credit Amount properly allocable to the Investor Limited Partner will be \$_____ and that the

aggregate Federal Historic Tax Credit properly allocable to the Investor Limited Partner will be \$_____.

Furthermore, nothing has come to our attention to suggest that the data or assumptions on which the above determinations are based are incorrect or inappropriate.

In making these determinations, we have assumed that 100% of the Units in the Project will be “low-income units” as such term is defined in Section 42(i)(3) of the Internal Revenue Code of 1986, as amended, and have no reason to believe that such assumption is unwarranted.

Copies of the calculations we have made in reaching the determinations above and of the financial statements and budgets upon which such calculations are based are attached hereto.

[ACCOUNTANTS]

By: _____
Name:
Its:

Exhibit G

RTH RESTORATION HOUSING PARTNERSHIP

CERTIFICATE OF ACHIEVEMENT OF DEVELOPMENT OBLIGATION DATE

The undersigned, constituting the general partners (the “General Partners”) of RTH Restoration Housing Limited Partnership, a Massachusetts limited partnership (the “Partnership”), does hereby certify to Bank of America, N.A. and its successors and assigns (the “Investor Limited Partner”), pursuant to the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of December 11, 2015 (the “Partnership Agreement”), that:

1. The Project has achieved three (3) consecutive calendar months of not less than 93% occupancy of the Units.
2. The Initial Occupancy Date occurred on _____.
3. The Completion Date occurred on _____.
4. Final Closing occurred on _____.
5. The Development Obligation Date occurred on _____.

Capitalized terms not defined herein shall have the meanings given to them in the Partnership Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20__.

RTH RESTORATION HOUSING GP, INC., a
Massachusetts corporation

By: _____
Name:
Its:

Exhibit H

RTH RESTORATION HOUSING LIMITED PARTNERSHIP

ENVIRONMENTAL REPORTS

1. Phase I Environmental Site Assessment dated September 4, 2015 prepared by Irwin Engineers

Exhibit I
INITIAL ECONOMIC PROJECTIONS

[attached behind]

PROJECTED VALUE OF TAX CREDITS, TAX LOSSES, AND CASH FLOW AMOUNTS TO INVESTOR

												Cert Credit Adjustment 2,082,500
	Equity Amount	Net Income (Loss)	Tax Benefit / (Expense)	Federal LIHTC	Federal Historic Tax Credit	Gross State Tax Credit	Cash Value of State Tax Credit	Cash Flow	Annual Benefit	Cumulative Benefit	Cumulative Net Benefit	Capital Account
2015	1,406,771	-	-	-	-	-	-		-	-	(1,406,771)	1,406,771
2016	11,989,843	(417,399)	158,612	626,417	2,707,919	2,450,000	2,310,350		5,803,298	5,803,298	(7,593,317)	8,188,796
2017	716,193	(412,055)	156,581	859,086	-	-	-		1,015,667	6,818,964	(7,293,844)	8,492,934
2018	-	(390,793)	148,501	859,086	-	-	-		1,007,587	7,826,552	(6,286,256)	8,102,141
2019	-	(369,788)	140,519	859,086	-	-	-		999,605	8,826,157	(5,286,651)	7,732,354
2020		(349,062)	132,644	859,086	-	-	-		991,729	9,817,886	(4,294,922)	7,383,292
2021		(547,436)	208,026	859,086	-	-	-		1,067,111	10,884,997	(3,227,811)	6,835,856
2022		(720,137)	273,652	859,086	-	-	-		1,132,738	12,017,735	(2,095,073)	6,115,719
2023		(669,628)	254,459	859,086	-	-	-		1,113,544	13,131,280	(981,528)	5,446,090
2024		(632,840)	240,479	859,086	-	-	-		1,099,565	14,230,845	118,037	4,813,250
2025		(605,368)	230,040	859,086	-	-	-		1,089,125	15,319,970	1,207,162	4,207,882
2026		(656,570)	249,497	232,669	-	-	-		482,166	15,802,136	1,689,328	3,551,312
2027		(715,073)	271,728	-	-	-	-		271,728	16,073,864	1,961,056	2,836,239
2028		(681,037)	258,794	-	-	-	-		258,794	16,332,658	2,219,850	2,155,202
2029		(654,036)	248,534	-	-	-	-		248,534	16,581,191	2,468,383	1,501,166
2030		(520,080)	197,631	-	-	-	-		197,631	16,778,822	2,666,014	981,086
2031		(383,437)	145,706	-	-	-	-		145,706	16,924,528	2,811,720	597,649
2032		-	-	-	-	-	-		-	-	-	-
2033		-	-	-	-	-	-		-	-	-	-
2034		-	-	-	-	-	-		-	-	-	-
	-	-	-	-	-	-	-	-	-			
	14,112,808	(8,724,739)	3,315,401	8,590,858	2,707,919	2,450,000	2,310,350	-	16,924,528			597,649
At Sale		(597,649)	227,107						227,107	16,924,528	3,038,827	
2031	-	-	-	-	-	-	-	-	-			
	14,112,808	(9,322,389)	3,542,508	8,590,858	2,707,919	2,450,000	2,310,350	-	17,151,635			

PROJECTION OF MINIMUM GAIN

			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15				
CALCULATION OF GAIN (LOSS)			GP Partner NR Debt	Recourse Debt	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Included Not Included Not Included Included	MHP Loan 1	No	No	-	7,705,866	7,593,199	7,474,674	7,349,985	7,218,812	7,080,818	6,935,649	6,782,931	6,622,272	6,453,258	6,275,456	6,088,408	5,891,634	5,684,628	5,466,857	5,237,762	
	Loan 1 ReFi	No	No	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Sponsor Tranche A	No	No	-	4,950,170	4,898,232	4,844,097	4,787,673	4,728,861	4,667,562	4,603,671	4,537,076	4,467,665	4,395,318	4,319,911	4,241,314	4,159,392	4,074,006	3,985,007	3,892,244	
	Loan 2 ReFi	No	No	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Loan 3	No	No	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Loan 4	No	No	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Loan 5	No	No	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Sponsor Tranche B	No	No	4,735,143	4,809,256	4,873,132	4,936,370	4,999,418	5,062,767	5,197,677	5,338,838	5,487,151	5,643,590	5,809,206	5,985,131	6,172,588	6,372,887	6,587,440	6,817,763	7,065,482	
	Loan 7	No	No	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Sponsor Loan 8	No	No	-	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	1,279,720	
	State HTC Loan 9	No	No	-	2,082,674	2,084,756	2,086,841	2,088,928	2,091,017	2,093,108	2,095,201	2,097,296	2,099,393	2,101,493	2,103,594	2,105,698	2,107,804	2,109,911	2,112,021	2,114,133	
	Recourse Debt Adjustment			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total Non-Recourse Debt			4,735,143	20,827,685	20,729,039	20,621,702	20,505,723	20,381,177	20,318,885	20,253,078	20,184,174	20,112,640	20,038,994	19,963,812	19,887,727	19,811,436	19,735,704	19,661,368	19,589,341	
	Land			3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250	3,253,250
	Off site Improvements			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Operating Reserve			1,200,020	1,212,020	1,224,140	1,236,381	1,248,745	1,261,233	1,273,845	1,286,583	1,299,449	1,312,444	1,325,568	1,338,824	1,352,212	1,365,734	1,379,392	1,393,185	1,407,117	
	Supportive Services Reserve			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Leasing/Other Reserves			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	SWAP Reserve			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Replacement Reserve Bal.			1,280,786	1,320,864	1,497,693	1,684,471	1,881,707	2,089,934	-	208,825	430,180	664,711	913,100	-	266,520	549,031	848,359	1,165,372	1,500,983	
Capitalized Replacement Res.			-	-	-	-	-	-	2,286,846	2,286,846	2,286,846	2,286,846	2,286,846	3,451,261	3,451,261	3,451,261	3,451,261	3,451,261	3,451,261		
Gross Book Value			23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438	23,664,438		
Accum Depreciation			(12,675)	(392,628)	(1,050,059)	(1,704,986)	(2,358,129)	(3,010,226)	(3,787,272)	(4,752,591)	(5,683,150)	(6,592,853)	(7,491,179)	(8,445,307)	(9,474,184)	(10,485,352)	(11,485,910)	(12,368,925)	(13,135,316)		
Book Value of Property			29,385,818	29,057,944	28,589,462	28,133,553	27,690,010	27,258,628	26,691,107	25,947,351	25,251,013	24,588,836	23,952,023	23,262,466	22,513,497	21,798,362	21,110,790	20,558,582	20,141,733		
Minimum Gain (Loss)			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
CHANGE IN MINIMUM GAIN			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Minimum Gain From Partner Non-Recourse Debt *			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Loss Reallocation to GP For Min Gain From Partner NR Debt			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Minimum Gain From Partnership Non-Recourse Debt			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Capital Account - LP After Partner NR Debt Reallocation			1,406,771	8,188,796	8,492,934	8,102,141	7,732,354	7,383,292	6,835,856	6,115,719	5,446,090	4,813,250	4,207,882	3,551,312	2,836,239	2,155,202	1,501,166	981,086	597,649		
Allocated Minimum Gain to LP			99.99%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Expected basis for future losses (Capital Plus Min Gain)			1,406,771	8,188,796	8,492,934	8,102,141	7,732,354	7,383,292	6,835,856	6,115,719	5,446,090	4,813,250	4,207,882	3,551,312	2,836,239	2,155,202	1,501,166	981,086	597,649		
Loss Reallocation to GP (No Capital and No Min Gain)			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Reallocation of Losses to GP			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		

* Assumes that Partner Non Recourse Debt is Last in order of priority.

Note: LP Capital Account assumes no reduction from cash flow, as the Benefit Schedule does not include it as a benefit.

Exhibit J

TAX CREDIT MANAGEMENT REQUIREMENTS

Financial, Tax and other Information

Annual Reporting and Quarterly Reporting will be coordinated through Integratec or any other Third Party Vendor as designated by the Investor Limited Partner.

Annual Reporting: An annual report shall be provided to the Investor Limited Partner within 120 days of calendar year-end. This report must include all of the information detailed below:

- Any information required by the Investor Limited Partner to complete its annual tax return, including, but not limited to Form 1065, Schedule K-1 (or its successor form) and an Apportionment Schedule (if applicable) for the Partnership by March 31st of the following year.
- General Partner will submit Draft Tax Returns to Investor Limited Partner for its approval prior to filing within 100 days of the end of the calendar year.
- Audited financial statements for the Partnership within 120 days of the end of the calendar year. Such audited report should include an audited balance sheet, an audited statement of income and expenses, an opinion by the Partnership's regular auditors as to the financial condition of the Partnership, auditors report on internal control, an auditors report on compliance with specific requirements of applicable programs, the results of operations, a statement of the Partners' equity, and changes in financial condition and cash flow from the preceding year. All such reports shall be prepared in accordance with GAAP by the Partnership's regular certified public accountants. The books of account of the Partnership shall be kept on the accrual basis of accounting.
- General Partner will submit the General Partners' and Guarantors' annual audited financial statements, including balance sheets and income statements, and federal income tax returns (including all Schedule K-1s and any information returns) within thirty (30) days after the filing of such Person's federal income tax or information return. All such financial statements must be in form and detail acceptable to the Special Limited Partner and must be certified as to accuracy by each Person with respect to itself. The financial statements must be prepared by a certified public accountant acceptable to the Special Limited Partner. All financial statements for individuals must be on the Special Limited Partner's then-current personal financial statement form or such other form satisfactory to the Special Limited Partner.
- An annual pro forma operating budget for the succeeding calendar year shall be prepared by the General Partners and furnished to the Special Limited Partner before December 1st of each year. In addition, the General Partners shall prepare and furnish to the Special Limited Partner an estimate of the profits and losses of the Partnership for federal income tax purposes for the current Fiscal Year not later than September 30 of each year. If the General Partner determines that the actual operating results shown on any annual budget will vary from such budget by more than 10%, the General Partner will immediately give the Special Limited Partner written notice of such variance together with a written explanation therefor.
- During Construction, an Audited Balance Sheet for the Partnership within 120 days of the end of the calendar year.
- A copy of each low-income housing tax credit compliance report delivered to or prepared by the applicable tax credit monitoring agency with respect to the Project.

- A schedule setting forth the adjustments necessary, if any, to state the income of the Partnership using the longer depreciable lives available under generally accepted accounting principles (rather than the depreciable lives used for federal income tax purposes)
- Copies of any filings made by the Partnership with respect to the Project's compliance with rent and income restrictions set forth in any Regulatory Agreement or required by any Lender or Governmental Authority with respect to the Project.
- Certification that capital accounts have been analyzed for minimum gain. Provide the General Partner's plan to address the potential reallocation of credits, if a potential reallocation exists.
- Certification that, to the best of General Partner's knowledge, no notices of any proceedings have been received by the General Partner from the Internal Revenue Service (IRS) pertaining to the Partnership. If any notice of an IRS proceeding or uncorrected Form 8823 has been received by the General Partner, then disclose details reporting the corrective action plan for such non-compliance issue or IRS proceeding.
- Certification that, to the best of the General Partner's knowledge, no material litigation has been filed against the Partnership, and if so, disclose details of the litigation and potential outcome.
- Certification that, to the best of the General Partner's knowledge, there are no known Environmental Issues.
- Such other information as the Special Limited Partner may specifically request from time to time with regard to the business or operations of the Partnership.

Quarterly Reporting: The Managing General Partner shall prepare a report within 60 days of the end of the first, second, and third calendar quarters and shall provide such report to the Special Limited Partner. These reports should provide sufficient financial and property information for the Special Limited Partner to monitor its investment and should include:

- Status of project under construction, including projected and actual start date, percentage complete, and projected and actual end date, and any material budget issues or cost overruns (including fourth quarter).
- Status of projects in lease-up, including projected and actual start date, percentage leased, and projected and actual lease-up end date, (including fourth quarter).
- During lease-up, a Rent Roll should be submitted monthly. When lease-up is complete, a Rent Roll should be submitted quarterly.
- Anticipated tax credit adjuster amounts for properties experiencing significant construction and/or lease-up delays (including fourth quarter).
- Estimated timing for receipt of 8609s.
- Unaudited financial statements and footnotes to the financial statements, including a balance sheet, income statement, statement of cash flows, reserve deposits and balances for such quarter, and as a note to the financial statements, a schedule of all loans or advances made to the Partnership by the General Partner pursuant to the Partnership Agreement.
- A report detailing any material notice (of which the General Partner is aware) received by the General Partner of (i) an Internal Revenue Service proceeding involving the Partnership, (ii) any lapse, cancellation, or non-renewal of an insurance policy that insures the Partnership or its Property, and (iii) any other material notice (including fourth quarter).
- Notification of any new or revised submission of Previous Participation Certificate (form HUD-2530) including all applicable physical inspection dates and corresponding rating/score (including fourth quarter).

- During construction, a copy of each draw request for construction or development costs as such requests are made to the Lender.

Ongoing Information

- Notification, and as provided in Section 9.1 of the Partnership Agreement, ability to review any material increase of debt on Properties, unless said increase was contemplated in the original Partnership Agreement.
- Prompt notification of any casualty or other significant adverse event relating to the Partnership including, without limitation, notification of any issues surrounding insurance claims which impact the delivery of credits.

Miscellaneous Information

- The General Partner will use a vendor approved by the Credit Agency prior to engaging a third-party to review first-year resident files.
- Within 30 days following the close of the first year of the Credit Period, provide a certification to the Special Limited Partner that first-year resident files have been reviewed and tested for compliance by an independent third party.
- Within 30 days following the close of the first year of the Credit Period, provide first-year resident files to the Special Limited Partner on a disc.

Exhibit K
Certificate of Substantial Completion

[Architect's Letterhead]

Substantial Completion Certificate

Form of Architect's Certificate of Substantial Completion

The undersigned, _____, is the architect engaged by Roxbury Tenants of Harvard Association, Inc. pursuant to that certain Agreement dated as of January 16, 2014 (the "Agreement") in connection with the rehabilitation of a project known as RTH Restoration Housing, in Boston, Massachusetts, an 81 unit multifamily affordable housing project under Code Section 42 (the "Project") owned by RTH Restoration Limited Partnership, a Massachusetts limited partnership (the "Partnership"). The undersigned hereby certifies to Bank of America, N.A., its successors or assigns (the "Bank") as follows:

The work to be performed under the Agreement is substantially complete and occupancy of 100% of the Units (as that and all other capitalized terms used herein are defined in the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of December 11, 2015) in the Project is permitted under local law.

Dated: as of _____, 20__.

[_____]

By: _____

Name: _____

Title: _____

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