OCC CLAIM FORM

Exemptions Section at 916-274-3430.

CLAIM FOR SUPPLEMENTAL CLEARANCE CERTIFICATE FOR LIMITED PARTNERSHIP, LOW-INCOME HOUSING PROPERTY — WELFARE EXEMPTION



CHECKLIST FOR CLAIM THE FOLLOWING DOCUMENTS MUST BE SUBMITTED WITH THE CLAIM FORM. IF ALL DOCUMENTS ARE NOT SUBMITTED, YOUR CLAIM WILL BE RETURNED. **FORMATIVE DOCUMENTS** California limited partnerships. Copy of Secretary of State Form LP-1, Certificate of Limited Partnership, and, if applicable, Secretary of State Form LP-2, Amendment to Certificate for Limited Partnership, certified by the Secretary of State. Foreign limited partnerships. Copy of the formation documents, and, if applicable, amendment documents filed in the state of formation, certified by applicable state agency. Copy of California Secretary of State Form LP-5, Foreign Limited Partnership Application for Registration, certified by the Secretary of State **USE RESTRICTION** Copy of recorded regulatory agreement with a government agency or a copy of a recorded deed restriction, which verifies or evidences the receipt of low-income housing tax credits or government financing. (Please note: If the property is under construction and the agreement and/or restriction is not yet recorded, you may file your claim without this document and provide a copy when recorded.) **TAX CREDITS AND/OR BONDS** If property is financed with state low-income housing tax credits or federal low-income housing tax credits pursuant to section 42 of the Internal Revenue Code, submit a copy of the tax credit award letter (for example, preliminary California Tax Credit Allocation Committee tax credit award letter, final California Tax Credit Allocation Committee tax credit award letter). If property is financed with bonds, submit a letter identifying allocation of bonds (for example, California Debt Limit Allocation Committee). **GRANT DEED**

FOR ADDITIONAL INFORMATION

Copy of the recorded grant deed, or if the land is not owned by the limited partnership, a copy of the recorded memorandum of ground lease and documents evidencing the limited partnership's ownership of the improvements.

Obtaining an OCC Claim Form. Submit claim form BOE-277, Claim for Organizational Clearance Certificate – Welfare Exemption or claim form BOE-277-L1, Claim for Organizational Clearance Certificate – Welfare Exemption – Limited Liability Company if the managing general partner of the limited partnership does not have an Organizational Clearance Certificate. Claim forms are available on the Board's website (www.boe.ca.gov): select 1) Property Tax, and 2) "Claim forms" under "Welfare and Veterans' Organization Exemptions." You may also obtain a claim form by contacting the

Additional information on SCC filing requirements is available at: http://www.boe.ca.gov/proptaxes/welfarelowinc.htm.

INSTRUCTIONS FOR FILING A CLAIM FOR SUPPLEMENTAL CLEARANCE CERTIFICATE FOR LIMITED PARTNERSHIP, LOW-INCOME HOUSING PROPERTY — WELFARE EXEMPTION

STATE OF CALIFORNIA
BOARD OF EQUALIZATION
www.boe.ca.gov

(Refer to section 214(g) of the Revenue and Taxation Code; California Code of Regulations, Title 18, sections 140, 140.1 and 140.2)

SUPPLEMENTAL CLEARANCE CERTIFICATE FOR LIMITED PARTNERSHIP

A limited partnership, in which the managing general partner is an eligible nonprofit corporation or limited liability company, which owns low-income housing property for which it will claim the Welfare Exemption is required to file with the State Board of Equalization (Board) a claim for a *Supplemental Clearance Certificate for Limited Partnership, Low-Income Housing — Welfare Exemption*. This claim form must be filed in order to receive a Supplemental Clearance Certificate. The County Assessor may not grant the welfare exemption for low-income housing property owned by a limited partnership unless the claimant holds a SCC for the particular low-income housing property. For additional information, see Property Tax Rules 140, 140.1, and 140.2, available on the Board's website at www.boe.ca.gov.

FILING OF CLAIM

The claim for the SCC must be filed with the Board of Equalization, County-Assessed Properties Division, P.O. Box 942879, Sacramento, CA 94278-0064. If you have any questions, you may contact the Exemption Section at 916-274-3430. Supporting documents must be provided with each claim for SCC.

ALL QUESTIONS MUST BE ANSWERED

The failure to answer all of the questions on the claim form may result in the denial of the SCC.

FISCAL YEAR

The fiscal year for which the SCC is claimed must be stated. If the limited partnership is filing this claim form to receive a SCC, the fiscal year should correspond to the fiscal year for which the Welfare Exemption will be claimed with the County Assessor. If the managing general partner is a limited liability company (LLC), the earliest fiscal year for which a claim for SCC may be filed is 2005-2006, the effective date of the statute authorizing LLCs to qualify as a managing general partner.

SECTION 1. Identification of Limited Partnership and Property. Identify the name of the limited partnership that owns the low-income housing property, location of the low-income housing property, county in which the property is located, and date the property was acquired by the limited partnership. If the property is leased, enter the date the memorandum of ground lease was recorded.

SECTION 2. Identification of Managing General Partner. Identify the name of the managing general partner, corporate identification number or limited liability company number, mailing address of the managing general partner, and the date the managing general partner was admitted to the limited partnership.

SECTION 3. Managing General Partner Designation. Check all applicable boxes. See Rule 140.1, subdivision (a)(6), which provides the definition of "managing general partner" of a limited partnership under Revenue and Taxation Code section 214(g).

SECTION 4. Government Financing or Tax Credits; Use Restriction. A limited partnership, in which the managing general partner is an eligible nonprofit corporation or limited liability company, may qualify for exemption for a particular low-income housing property provided that: (A) the limited partnership receives low-income housing tax credits or government financing for the property; (B) the property is subject to a recorded deed restriction or a regulatory agreement, which is recorded in the county in which the property is located (for purposes of the Welfare Exemption, the property has low-income housing tax credits or government financing for the period of time that a recorded regulatory agreement or recorded deed restriction restricts the use of all or any portion of the property for rental to lower-income households even if the initial government financing has been refinanced or has been paid in full, or the allocation of the low-income housing tax credits has terminated or expired, provided that the government agency that is a party to the regulatory agreement continues to monitor and enforce compliance with the terms of the regulatory agreement); and (C) funds not used to pay property taxes are used to maintain affordability of or reduce rents of units occupied by the lower income households [see Rule 140.2, subdivision (c)].

SECTION 5. Material Participation. A limited partnership, in which the managing general partner is an eligible nonprofit corporation or a limited liability company, may qualify for exemption for a particular property provided that the limited partnership agreement, or other agreement executed by all of the general partners, provides that the managing general partner is a general partner that has "material participation" in the control, management, and direction of the limited partnership's business. Identify the agreement and the applicable provisions thereof, which authorize the managing general partner's material participation in the limited partnership [see Rule 140.1, subdivision (a)(7)].

SECTION 6. Substantial Management Duties. A limited partnership, in which the managing general partner is an eligible nonprofit corporation or limited liability company, may qualify for exemption for a particular property provided that the limited partnership agreement, or other agreement executed by all of the general partners, provides that the managing general partner is a general partner with "substantial management duties" [see Rule 140.1, subdivision (a)(10)]. Check only the boxes for partnership management duties actually performed by the managing general partner and identify the agreement and the applicable provision thereof, which require the managing general partner to actually perform such duties.

SECTION 7. Delegation of Authority. If the limited partnership agreement contains a delegation of authority clause, it may provide either that: (1) the managing general partner may not delegate any of its partnership management duties; or (2) the managing general partner may delegate some or all of its partnership management duties to persons who, under its supervision, may perform such duties on behalf of the limited partnership [see Rule 140.1, subdivision (d)]. If the managing general partner is authorized to delegate its partnership duties and elects to delegate one or more of its duties, the managing general partner must demonstrate that it is actually supervising the performance of the delegated duties. Identify the agreement and the delegation of authority provisions thereof. If the agreement contains a delegation of authority clause and states that the managing general partner may delegate its partnership management duties, list each duty delegated, the date each duty was delegated, and person performing such duty.

SECTION 8. Documents That Must be Submitted. The limited partnership must provide the documents required to be submitted to the Board under Section 8 of the claim form. If such required documents are not submitted, it will result in an incomplete findings being issued to the limited partnership. The Board may audit the limited partnership and its partners to determine whether the limited partnership meets the requirements of Revenue and Taxation Code section 214(g) and Property Tax Rules 140, 140.1, and 140.2.

SECTION 9. Certification. All general partners of the limited partnership, including the managing general partner, must sign the claim form. Signing the claim form certifies to the truth of the information provided both on the form and in the accompanying documents.

RECORDS AND DOCUMENTS MUST BE MAINTAINED BY THE MANAGING GENERAL PARTNER

A copy of the claim form and supporting documents should be retained by the managing general partner. The managing general partner must maintain records and documents evidencing the partnership management duties performed by the managing general partner. Such records and documents may include, but are not limited to:

- (1) accounting books and records;
- (2) tax returns:
- (3) budgets and financial reports;
- (4) reports required by lenders;
- (5) documents related to the construction or rehabilitation of real property;
- (6) legal documents such as contracts, deeds, notes, leases, and deeds of trust;
- (7) documents related to complying with government regulations and filings;
- (8) documents related to property inspections:
- (9) documents related to charitable services or benefits provided or the information provided regarding such services or benefits;
- (10) reports prepared for the partners:
- (11) bank account records;
- (12) audited annual financial statement of the limited partnership; and
- (13) property management agreement.

CLAIM FOR SUPPLEMENTAL CLEARANCE CERTIFICATE FOR LIMITED PARTNERSHIP, LOW-INCOME HOUSING PROPERTY — WELFARE EXEMPTION FISCAL YEAR 20 - 20



FISCAL 1	EAR 20 20		
Section 1. I	dentification of Limited Partnership (LP) and	d Property	
Name of Limit	ted Partnership		
Property Loca	ntion (number and street)		County
City, State, Zi	p Code		
LP owns	land, date acquired:		
LP lease	s land but owns improvements, date entered into gro	und lease:	
Section 2. I	dentification of Managing General Partner (I	MGP)	
Name of Orga	anization		Corporate ID No. (or LLC No.)
Mailing addre	ss (number and street)		Date Admitted into LP as GP
City, State, Zi	p Code		
Organizationa OCC with the	Il Clearance Certificate (OCC) No	If the MGP does not have	an OCC, has the MGP filed a claim for an
	No If No , see instructions for information on obta	ining an OCC claim form.	
	Managing General Partner Designation partners of the limited partnership, including the mana	iging general partner, certify that (check a	Il applicable boxes):
A	 (1) The limited partnership has multiple general partnership corporation or limited liability company as the modern corporation. (2) The limited partnership has one general partnership has multiple general partnership has multiple general partnership has multiple general partnership has been corporation or limited liability company as the modern corporation or limited liability company as th	nanaging general partner.	ent expressly designates the nonprofit
В. 🗌	Managing general partner is authorized to receive a and manner set forth in the limited partnership agree		
C	Managing general partner has material participation Section 5).	n in the control, management and direction	n of the limited partnership's business (see
D	Officers and directors of the for-profit general partner collectively, have a controlling vote or majority inter-		for-profit affiliates, do not, as individuals or
As to the low-	Government Financing or Tax Credits; Use Rincome housing property for which this claim is made, neck all applicable boxes):		rship, including the managing general partner,
A. At le	east one of the following criteria is applicable:		
	The acquisition, construction, rehabilitation, develor of tax-exempt mortgage revenue bonds, general of guaranteed by the federal government; or project-brinancing does not include federal rental assistance.	obligation bonds; local, state, or federal leased federal funding under section 8 of the	pans or grants; or any loan insured, held, or the Housing Act of 1937. (The term <i>government</i>
	Name of government agency		
	Date of agreement	Term of financing (years)	
	The acquisition, construction, rehabilitation, develop pursuant to Revenue and Taxation Code sections 1 credits pursuant to section 42 of the Internal Revenue.	2205, 12206, 17057.5, 17058, 23610.4, a	
	Name of government agency		
	Date of agreement	Term of tax credit receipt period (years)	

Section 4 continued on next page

Section 4. Government Financing or Tax Credits; Use Restriction. (continued)

B. There is a recorded regulatory agreement with a government agency that has provided low-income housing tax credits or gover or a recorded deed restriction that restricts all or a portion of the property's usage for rental to lower-income households and providesignated for use by lower-income households are continuously available to or occupied by lower-income households at rents that those prescribed in the terms of a regulatory agreement or recorded deed restriction, or to the extent that none are provided agreement or recorded deed restriction, at rents that do not exceed those prescribed by section 50053 of the Health and Safety							
	☐ Yes ☐ No If yes, please check the applicable box and provide the requested information below:						
	Enforceable and verifiable agreement with a government agency (recorded regulatory agreement)						
	_						
	Name of agency						
	Date of agreement Term of	of agreement					
	Recorded deed restriction: Date recorded	<u> </u>					
C.	Funds that would have been necessary to pay property taxes ar the units occupied by lower-income households.	e used to maintain the affordability of, or reduce rents otherwise necessary for, No					
The ge liability genera of the	company was admitted into the partnership as the managing gen- I partner is a general partner that has "material participation" (as de-	eneral partner, certify that as of the date that the nonprofit corporation or limited eral partner, or as of the fiscal year for which this claim is made, the managing fined in Rule 140.1, subdivision (a)(7)) in the control, management, and direction applicable boxes and for each box checked identify the agreement and the managing general partner such right, authority or duty]:					
	Managing general partner has a right to vote in all the major decision terest of the general partners.	ns, including any actions which require a vote of a majority in					
	Limited partnership agreement dated	• •					
	Amendment to limited partnership agreement dated	section(s)					
	Other agreement executed by all of the general partners dated	section(s)					
	lanaging general partner performs substantial management duties	(see Section 6).					
	Limited partnership agreement dated	section(s)					
	Amendment to limited partnership agreement dated	section(s)					
	Other agreement executed by all of the general partners dated	section(s)					
	Managing general partner directly or indirectly, under its supervision	, manages the limited partnership.					
	Limited partnership agreement dated						
Ī	Amendment to limited partnership agreement dated						
Ī	Other agreement executed by all of the general partners dated						
p	flanaging general partner annually conducts a physical inspection of coperty is being used as low-income housing and meets all of the roperties.						
	Limited partnership agreement dated	section(s)					
	Amendment to limited partnership agreement dated	section(s)					
	Other agreement executed by all of the general partners dated	section(s)					
	fanaging general partner annually submits a certification to the Coune low-income housing property meets all Welfare Exemption requi						
	Limited partnership agreement dated	section(s)					
		section(s)					
	Other agreement executed by all of the general partners dated	section(s)					

Section 6. Substantial Management Duties.

The general partners of the limited partnership, including the managing general partner, certify that as of the date that the nonprofit corporation or limited liability company was admitted into the partnership as the managing general partner, or as of the fiscal year for which this claim is made, the managing general partner is a general partner with "substantial management duties" as defined in Rule 140.1, subdivision (a)(10); specifically, the managing general partner actually performs the following partnership management duties on behalf of the limited partnership [please check only the duties the managing general partner actually performs, and identify the agreement requiring the performance of each duty, including the section of the agreement.]

Section 6. Substantial Management Duties. (continued)

Limited partnership agreement dated		I partner rents, maintains, and repairs the low-incon s in hiring and overseeing the work of the property r		such duties are delegated to a property management
Other agreement executed by all of the general partners dated section(s) section(s) and managing general partner participates in hiring and overseeing the work of all persons necessary to provide services for the management and operation of the limited partnership business. Limited partnership agreement dated section(s) section	Limited parti	nership agreement dated	section(s)	
Managing general partner participates in hiring and overseeing the work of all persons necessary to provide services for the management and operation of the limited partnership agreement dated	Amendment	to limited partnership agreement dated	section(s	3)
operation of the limited partnership business. Limited partnership agreement dated section(s) Amendment to limited partnership agreement dated section(s) Other agreement executes and enforces all contracts executed by the limited partnership. Limited partnership agreement dated section(s) Amanging general partner executes and enforces all contracts executed by the limited partnership. Limited partnership agreement dated section(s) Managing general partner executes and delivers all partnership documents on behalf of the limited partnership. Limited partnership agreement dated section(s) Managing general partner executes and delivers all partnership documents on behalf of the limited partnership. Limited partnership agreement dated section(s) Managing general partner prepares or causes to be prepared all reports to be provided to the partners or lenders on a monthly, quarterly, or annual basis consistent with the requirements of the limited partnership agreement. Limited partnership agreement dated section(s) Amendment to limited partnership agreement dated section(s) Managing general partner coordinates all present and future development, construction, or rehabilitation of low-income housing property that is the subject of the limited partnership agreement ated section(s) Managing general partner coordinates all present and future development, construction, or rehabilitation of low-income housing property that is the subject of the limited partnership agreement dated section(s) Managing general partner coordinates all present and future development, construction, or rehabilitation of low-income housing property that is the subject of the limited partnership agreement dated section(s) Managing general partner monitors compliance with all government regulations and flies or supervises the filing of all required documents with government agencies. Limited partnership agreement dated section(s) Managing general partner acquires, holds, assigns, or disposes of property or any interest in property.	Other agree	ment executed by all of the general partners dated_		_section(s)
Amendment to limited partnership agreement dated section(s) Other agreement executed by all of the general partners dated section(s)			work of all persons nece	essary to provide services for the management and
Other agreement executed by all of the general partners dated section(s)	Limited parti	nership agreement dated	section(s)	
Managing general partner executes and enforces all contracts executed by the limited partnership. Limited partnership agreement dated	Amendment	to limited partnership agreement dated	section(s	s)
Limited partnership agreement dated	Other agree	ment executed by all of the general partners dated _		_section(s)
Limited partnership agreement dated	Managing genera	partner executes and enforces all contracts execu	ted by the limited partners	ship.
Amendment to limited partnership agreement dated	—			
Other agreement executed by all of the general partners dated				
Managing general partner executes and delivers all partnership documents on behalf of the limited partnership. Limited partnership agreement dated				
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Amendment to limited partnership agreement dated				
Other agreement executed by all of the general partners dated				
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basis consistent with the requirements of the limited partnership agreement. Limited partnership agreement dated				
Amendment to limited partnership agreement datedsection(s)			•	, , , , ,
Other agreement executed by all of the general partners dated	Limited parti	nership agreement dated	section(s)	
Managing general partner coordinates all present and future development, construction, or rehabilitation of low-income housing property that is the subject of the limited partnership agreement. Limited partnership agreement dated	Amendment	to limited partnership agreement dated	section(s	3)
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Managing general partner monitors compliance with all government regulations and files or supervises the filing of all required documents with government agencies. Limited partnership agreement dated section(s)	Amendment	to limited partnership agreement dated	section(s))
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Limited partnership agreement dated section(s) Amendment to limited partnership agreement dated section(s) Other agreement executed by all of the general partners dated section(s) Managing general partner borrows money on behalf of the limited partnership, encumbers limited partnership assets, places title in the name of the nominee to obtain financing, prepays in whole or in part, refinances, increases, modifies, or extends any obligation. Limited partnership agreement dated section(s) Amendment to limited partnership agreement dated section(s)	Managing general	partner acquires, holds, assigns, or disposes of pro	operty or any interest in pr	roperty.
Amendment to limited partnership agreement dated section(s) Other agreement executed by all of the general partners dated section(s) Managing general partner borrows money on behalf of the limited partnership, encumbers limited partnership assets, places title in the name of the nominee to obtain financing, prepays in whole or in part, refinances, increases, modifies, or extends any obligation. Limited partnership agreement dated section(s) Amendment to limited partnership agreement dated section(s)				• •
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Amendment to limited partnership agreement datedsection(s)				
	Limited partn	ership agreement dated	_ section(s)	
Other agreement executed by all of the general partners datedsection(s)	Amendment	to limited partnership agreement dated	section(s))
	Other agreer	nent executed by all of the general partners dated_		_section(s)
Managing general partner pays organizational expenses incurred in the creation of the partnership and all operational expenses.	Managing general	partner pays organizational expenses incurred in the	ne creation of the partners	ship and all operational expenses.
Limited partnership agreement dated section(s)	Limited partn	ership agreement dated	_ section(s)	
Amendment to limited partnership agreement dated section(s)				
	Amendment	to limited partnership agreement dated	section(s))

BOE-277-L1 (P7) REV. 06 (02-11)

Section 6. Substantial Management Duties. (continued)	tions to mouton and so to blish on a	
Managing general partner determines the amount and timing of distributions to the description of the descrip		·
Limited partnership agreement dated		
Amendment to limited partnership agreement dated Other agreement executed by all of the general partners dated		
	, ,	
Managing general partner ensures that charitable services or benefits, programs, cultural activities, family counseling, transportation, meals, regarding charitable services or benefits are made available to the low-i	and linkages to health and/or so	
Limited partnership agreement dated	section(s)	
Amendment to limited partnership agreement dated	section(s)	
Other agreement executed by all of the general partners dated	section(s)	
Section 7. Delegation of Authority. A. The general partners of the limited partnership, including the mana applicable box and specify date and agreement]: Contains a delegation of authority clause	ging general partner, certify that the	he limited partnership agreement <i>[chec</i>
Limited partnership agreement dated	section(s)	
Amendment to limited partnership agreement dated		
Does not contain a delegation of authority clause		
Limited partnership agreement dated	section(s)	
Amendment to limited partnership agreement dated		
B. If the limited partnership agreement contains a delegation of authority The managing general partner may not delegate any of its partner identified in section 6. The managing general partner may delegate its partnership mana	r clause, such clause provides: rship management duties, as define	ed in Rule 140.1, subdivision (a)(10), an
may perform such duties for the partnership subject to the supervision. The managing general partner has delegated some or all of its partner lifyes, performance of the duties is delegated to: Please list below each duty delegated. Attach additional pages if necessity.	sion by the managing general partnership management duties identified	ner.
Section 8. Documents Which Must Be Submitted. Submit the documents of the Section 9. Certification. This form must be certified by the managing ger		
additional pages if necessary.	Total partitor and all of the general	paranere or the immed paraneremp. Attack
CERTIFIC I certify (or declare) under penalty of perjury under the laws of the State of C any accompanying statements or documents, is true, corre	California that the foregoing and all	information contained herein, including knowledge and belief.
NAME OF LIMITED PARTNERSHIP		
LOCATION OF LIMITED PARTNERSHIP PROPERTY		
NAME AND TITLE OF MANAGING GENERAL PARTNER (typed or printed)	TELEPHONE ()	DATE
SIGNATURE OF MANAGING GENERAL PARTNER	E-MAIL ADDRESS	·
NAME AND TITLE OF GENERAL PARTNER (typed or printed)	TELEPHONE	DATE
	()	5,412
SIGNATURE OF GENERAL PARTNER	E-MAIL ADDRESS	
>		
NAME AND TITLE OF GENERAL PARTNER (typed or printed)	TELEPHONE ()	DATE
SIGNATURE OF GENERAL PARTNER	E-MAIL ADDRESS	