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FIRST AMENDMENT TO CCBA LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE

SECRETARY OF STATE
CORPORATION DIVISION

This is the first amendment of the Agreement and Certificate of Limited Partnership of the CCBA Limited Partnership dated as of September 17, 1986 and filed with the office of the Secretary of State on August 5, 1987 (the "Partnership Agreement") executed as of the date set forth below. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Partnership Agreement.

1. Article II of the Partnership Agreement is hereby amended by adding the following:

Escrow Agreement - the agreement dated as of October 5, 1987, amended as of June 21, 1989 among the Authority, CCBA Limited Partnership, the Class B Limited Partner and The First National Bank of Boston.

Housing Creation Agreement - The agreement dated as of June 21, 1989 by and between the Class B Limited Partner, CCBA Limited Partnership, and the Authority for the creation of 40 units of rental housing at 180-192 Shawmut Avenue, Boston, Massachusetts.

MHFA - Massachusetts Housing Finance Agency and its successors and/or assigns.

Neighborhood Housing Trust - a Massachusetts public charitable trust created under the laws of the Commonwealth on November 19, 1985 and administered by the Collector-Treasurer of the City of Boston as managing trustee, or another trust, if passed by the City Council and approved by the Mayor of the City of Boston.

Project - the development and construction of 40 units of affordable rental housing by CCBA Limited Partnership at 180-192 Shawmut Avenue, Boston, Massachusetts.

2. Section 7.01(c)(ii) of the Partnership Agreement is hereby amended by deleting the third sentence thereof and substituting therefor the following:

All amounts held under the Escrow Agreement shall be invested in accordance with the Escrow Agreement for the benefit of the Neighborhood Housing Trust and all interest earned shall accrue to the escrow account for

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use by the General Partner, its successors and assigns, provided that accumulated interest remaining in the escrow account on December 31, 1992 shall be payable to and for the benefit of the Neighborhood Housing Trust, unless such time period is extended by vote of the Authority.

3. Section 7.01(c)(iii) of the Partnership Agreement is hereby restated in its entirety as follows:

(iii) The amount to be contributed by the Class B Limited Partner as capital to the partnership determined as of the date of the Housing Creation Agreement is One Million Three Hundred and Sixty-Eight Thousand Four Hundred Eighteen Dollars and 02/100 (\$1,368,418.02). It is understood and agreed that the amount of such capital contribution is subject to adjustment pursuant to Section 3 of the Housing Creation Agreement. In the event the required capital contribution of the Class B Limited Partner is increased by any adjustment made pursuant to Section 3 of the Housing Creation Agreement, the Class B Limited Partner shall, in accordance with the Housing Creation Agreement, contribute the amount of such increase to the Partnership by payment to the escrow account established pursuant to the Escrow Agreement.

4. Section 7.03 of the Partnership Agreement is hereby amended by adding the following subsection:

(c) In order to ensure that the statutory limitation on distributions applicable to MHFA financed projects is not directly or indirectly violated, MHFA must approve the terms of any loans by Partners to the Partnership. In addition, no distributions to the Partnership or repayment of loans to the Partnership may be guaranteed out of management fees derived from the Project.

5. Section 9.01 of the Partnership Agreement is hereby amended by adding at the end the following:

Notwithstanding the foregoing, any excess proceeds that accrue to the Project due to but not limited to the procurement of tax credits or syndication proceeds or the sale or refinancing of the Project shall be deposited in the escrow account established pursuant to

the Escrow Agreement for the use in further development of affordable housing by the General Partner, subject to the requirements for distribution of said funds in accordance with Section 7.01(c)(ii) hereof and Section 2(1) of the Housing Creation Agreement.

6. Section 9.03 of the Partnership Agreement is hereby amended by adding at the end the following:

Notwithstanding the foregoing, the capital contributions of the Partners shall remain as partnership assets, except for partnership expenditures in connection with the sale of partnership shares, until MHFA has issued its Certificate of Approval and Acceptance of the completed Project.

7. Article IX of the Partnership Agreement is hereby amended by adding the following Section 9.04:

9.04 Miscellaneous.

Notwithstanding anything to the contrary in this Agreement, (i) the capital contributions of the Partner must remain as partnership assets, except as provided in Section 9.03 of this Agreement, and (ii) neither cash flow nor net capital proceeds may be guaranteed out of partnership assets.

8. Section 16.04(a) of the Partnership Agreement is hereby amended by adding at the end the following subsection:

(iii) the assignor and assignee have agreed and acknowledged the assignor's obligations, if any, to MHFA and all other parties in connection with the mortgage debt to MHFA and the construction and operation of the Project.

9. Section 16.05 of the Partnership Agreement is hereby amended by adding at the end the following:

Notwithstanding the foregoing, prior to completion of construction of the Project no General Partner shall be entitled to withdraw from the Partnership and after completion of construction of the Project no General Partner shall be entitled to withdraw from the Partnership without agreement by MHFA that there remains or will be substituted one or

more General Partners who are capable and competent to cause the Partnership to have the capacity to effectively own and operate the Project.

10. Section 18.09 of the Partnership Agreement is hereby amended by adding at the end the following:

Notwithstanding the foregoing, any amendments to this Agreement which would affect MHFA's rights under any of the documents executed in conjunction with MHFA's loan to the Partnership may not be made without the prior written consent of MHFA.

11. Except to the extent modified herein, the Partnership Agreement is hereby ratified and confirmed.

Executed as of the 30th day of June 1989.

90 Tyler St
Boston MA
02111

GENERAL PARTNER:
CCBA REALTY CORPORATION

By: Henry Szeto
Henry Szeto, President

CLASS A LIMITED PARTNER:
CHINESE CONSOLIDATED
BENEVOLENT ASSOCIATION
OF NEW ENGLAND

By: Henry Szeto
Henry Szeto, President

CLASS B LIMITED PARTNER:
PERRY/JAYMONT VENTURE

By: A.W. PERRY, INC.
JOINT VENTURER

By: _____
Name: _____
Title: _____

By: JAYMONT (U.S.A.) INCORPORATED,
JOINT VENTURER

By: _____
Richard E. Eichhorn,
President

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Executed as of the 30 day of June 1989.

GENERAL PARTNER:
CCBA REALTY CORPORATION

By: _____
Henry Szeto, President

CLASS A LIMITED PARTNER:
CHINESE CONSOLIDATED
BENEVOLENT ASSOCIATION
OF NEW ENGLAND

By: _____
Henry Szeto, President

CLASS B LIMITED PARTNER:
PERRY/JAYMONT VENTURE

By: A.W. PERRY, INC.
JOINT VENTURER

By: _____
Name: _____
Title: President

By: JAYMONT (U.S.A.) INCORPORATED,
JOINT VENTURER

By: _____
Richard E. Eichhorn,
President

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SECRETARY OF STATE

Michael J. [unclear]

A TRUE COPY ATTEST

William Francis Galvin

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

DATE 5/14/02 CLERK *[initials]*

AMENDMENT

CCBA LIMITED PARTNERSHIP

Name of Limited Partnership

~~XXXXXXXXXX~~ — Amendment Mass. General Laws, Chapter 109

Filed in the Office of the Secretary of State July 5, 1989