

To be filed

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OK

TAI-TUNG APARTMENTS COMPANY
SECOND AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, intending to amend the Certificate of Limited Partnership filed on December 30, 1970, as subsequently amended on December 31, 1970, hereby sign under oath and file this Second Amendment to the Certificate of Limited Partnership and pursuant to Section 2 of Chapter 109 of the General Laws of Massachusetts, incorporating the provisions of the attached Amended and Restated Agreement of Limited Partnership (the "Agreement") in their entirety including without limitation, the following:

- I The name of the limited partnership is "Tai-Tung Apartments Company" (the Partnership").
- II The character of the business of the Partnership is described in Section 3 of the Agreement.
- III The location of the principal place of business of the Partnership is described in Section 4 of the Agreement.
- IV The name and residence of each of the limited partners is described in Exhibit A to the Agreement. The addresses of the general partners are as follows:

Boston Financial Technology Group, Inc.
70 Federal Street
Boston, Massachusetts 02110

Hudson Traders, Inc.
14 Oxford Street
Boston, Massachusetts 02110

Tai-Tung, Inc.
14 Oxford Street
Boston, Massachusetts

- V The term for which the Partnership is to exist is described in Section 5 of the Agreement.
- VI Each limited partner who is required to contribute an estimated \$52,850 on the later of (i) March 31, 1973 or (ii) 95% occupancy of the Project, as shown in Exhibit A to the Agreement has already contributed \$105,700 to the Partnership and each limited partner who is required to contribute an estimated \$15,100 on such date has contributed \$30,206.00 to the Partnership, and each limited partner who is required to contribute an estimated \$7,550 on such date has contributed \$15,100 to the Partnership.
- VII The amount of additional cash to be contributed by each limited partner is

described on Exhibit A to the Agreement. No limited partner has agreed to contribute property other than cash to the Partnership.

- VIII The limited partners are entitled to the return of their contributions upon termination of the Partnership; however, a portion of their contributions may be returned earlier as a result of prior distributions. The limited partners are entitled to receive distributions of cash as described in Sections 8 and 15 of the Agreement. In addition, Boston Financial Technology Group, Inc., is obligated to purchase the interests of the limited partners under certain conditions described in Section 6(f).
- IX The limited partners' share of partnership profits is described in Section 7(a) of the Agreement. Cash distributions, which to some extent may be made without regard to Partnership profits or losses, are allocated under the sections referred to in Paragraph VIII above.
- X The right of a limited partner to substitute an assignee as a contributor in his place and the terms of such assignment are described in Sections 23 through 25 and Section 27 of the Agreement.
- XI The partners have no right to admit additional limited partners except as described in Paragraph X above.
- XII No limited partner is given priority over other limited partners with respect to the return of capital contributions or compensation.
- XIII The right of the remaining general partners to continue the business upon the death, retirement or insanity of a general partner is set forth in Section 22 of the Agreement. In event of the withdrawal of the last remaining general partner, the limited partners have the right to reconstitute the Partnership and continue the business of the Partnership by designating a new general partner as described in Section 22 of the Agreement.
- XIV No limited partner has the right to demand or receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, we have affixed our signatures, ^{as of} this 19 day of June, 1973.

GENERAL PARTNERS

LIMITED PARTNERS

BOSTON FINANCIAL TECHNOLOGY GROUP, INC.

By John J. Prouty, Jr.
John J. Prouty, Jr.
Hudson Towers, Inc.

By John J. Prouty, Jr.
John J. Prouty, Jr.
Attorney-in-fact

By John J. Prouty, Jr.
John J. Prouty, Jr.
TAT-TUNG, INC.

By John J. Prouty, Jr.
John J. Prouty, Jr.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

June 19, 1973

Then personally appeared the above-named *John A. Prestige, Jr.* attorney-in-fact for Hudson Towers, Inc., Tai-Tung, Inc. and the Limited Partners listed on Exhibit A to the Agreement. Said *John A. Prestige, Jr.* being duly sworn, acknowledged the foregoing instrument to be his free act and deed of the aforesaid corporations and individuals for which he is acting as attorney-in-fact and that the statements therein are true to the best of their knowledge and belief.

Before me,

James J. Kelly, Jr.
Notary Public

My commission expires: *October 1, 1974*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

June 19, 1973

Then personally appeared the above-named *John S. Orestle, Jr.*
Executive Vice President of Boston Financial Technology Group, Inc. Said
John S. Orestle, Jr., being duly sworn, acknowledged the foregoing instrument
to be the free act and deed of said corporation and the statements therein
are true to the best of his knowledge and belief.

Before me,

Richard J. Fitzgerald
Notary Public

My commission expires *October 1, 1975*