

B92000000091

CYPRUS CORPORATION

CORPORATION(S) NAME

Cypress Point Limited Partnership

0

200004271242--0  
-05/18/01--01071--011  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

- Profit
- Amendment
- Merger
- Nonprofit
- Foreign
- Dissolution/Withdrawal
- Mark
- Reinstatement
- Limited Partnership
- Annual Report
- Other
- LLC
- Name Registration
- Change of RA
- Fictitious Name
- UCC
- Certified Copy
- Photocopies
- CUS
- Call When Ready
- Call If Problem
- After 4:30
- Walk In
- Will Wait
- Pick Up
- Mail Out

Name \_\_\_\_\_  
 Availability \_\_\_\_\_  
 Document \_\_\_\_\_  
 Examiner \_\_\_\_\_  
 Updater \_\_\_\_\_  
 Verifier \_\_\_\_\_  
 W.P. Verifier \_\_\_\_\_

5/18/01

Order#: 4376371

Ref#: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

660 East Jefferson Street  
 Tallahassee, FL 32301  
 Tel. 850 222 1092  
 Fax 850 222 7615

RECEIVED  
 DEPARTMENT OF STATE  
 DIVISION OF CORPORATIONS  
 2001 MAY 18 PM 12:12  
 TO AGENCY OF FILING

FILED  
 MAY 18 2001  
 11:50 AM  
 TALLAHASSEE, FL

6



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

WALK-IN  
pick-up

May 18, 2001

C T CORPORATION SYSTEM

TALLAHASSEE, FL

SUBJECT: CYPRESS POINT OF SOUTH FLORIDA LIMITED PARTNERSHIP  
Ref. Number: B9200000091

We have received your document for CYPRESS POINT OF SOUTH FLORIDA LIMITED PARTNERSHIP and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s)

Please note that we have RETAINED your \$52.50 payment.

There are many problems with this filing.

Basically, the document is the type of thing that should be filed in the home state.

Since the certificate of limited partnership and agreement documents aren't filed in Florida, there might be some confusion.

We suggest that you complete the name portion on our Foreign LP Amendment form, and have the form signed by the NEW GENERAL PARTNER. And this signature needs to be notarized.

In the body of the AMENDMENT, you could put SEE ATTACHED and include, if you wish, this third AMENDMENT document.

One thing that needs to be included is a statement of what the partnership's new mailing address is.

Also, the new R.A. -- C T -- needs to sign an acceptance statement.

The SUPPLEMENTAL AFFIDAVIT is a SEPARATE filing. The fee to file it is \$1,750. Also, it needs to be signed by the new general partner -- BCP CYPRESS POINT LLC.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call

ATTN: Buck Kortz

Please Buck Kortz. Thank you!

FILED  
MAY 19 2001  
TALLAHASSEE, FL

245-6914 (affix 7/2/01)

(850) 487-6914.

Buck Kohr  
Corporate Specialist

Letter Number: 101A00030580

FILED  
JUL 19 10 30 AM '01  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF AMENDMENT  
TO  
APPLICATION FOR REGISTRATION  
OF**

Cypress Point of South Florida Limited Partnership

(Insert name currently on file with Florida Dept. of State)

Pursuant to the provisions of section 620.173, Florida Statutes, this foreign limited partnership hereby submits this certificate of amendment to its registration application:

The registration application is amended as follows:

see attachment pages

BCP CYPRESS POINT LLC  
By: BCP Management, Inc., its Manager

\_\_\_\_\_  
(Signature of a General Partner)

\_\_\_\_\_  
(Typed or printed name of General Partner signing above)

By: Anthony A. Nickas, Treasurer

STATE OF Massachusetts

COUNTY OF Suffolk

On this 12th day of June, ~~2001~~ 2001, Anthony A. Nickas  
personally appeared before me,

who is personally known to me

whose identity I proved on the basis of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public Signature)

Laurice Mulherin  
(Notary's Printed Name)

Seal

My Commission Expires: 6.14.07

FILED

JUN 18 PM 3:53

THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT  
AND CERTIFICATE OF LIMITED PARTNERSHIP OF  
CYPRESS POINT LIMITED PARTNERSHIP

This Third Amendment to the Amended and Restated Agreement and Certificate of Limited Partnership of Cypress Point Limited Partnership, dated as of March 30, 2001 (this "Third Amendment"), is entered into by and among B&B Properties, Inc., a Mississippi corporation ("B&B"), BCP- Wisconsin, LLC, a Massachusetts limited liability company, ("BCP- Wisconsin"), as the withdrawing general partners; Boston Capital Tax Credit Fund III, L.P., a Delaware limited partnership, as a limited partner (the "Investment Partnership"); BCTC 92, Inc., a Delaware corporation, as a limited partner (the "Special Limited Partner") and BCP Cypress Point LLC, a Massachusetts limited liability company ("BCP Cypress"), as the new general partner.

WITNESSETH:

WHEREAS, Cypress Point Limited Partnership (the "Partnership") is presently constituted pursuant to an Amended and Restated Agreement and Certificate of Limited Partnership of the Partnership, dated as of February 1, 1994, as amended by the First Amendment to Amended and Restated Agreement and Certificate of Limited Partnership of the Partnership, dated as of June 1, 1995, as amended by the Second Amendment to the Amended and Restated Agreement and Certificate of Limited Partnership of the Partnership, dated as of September 25, 2000 (the "Partnership Agreement");

WHEREAS, B&B, BCP-Wisconsin, the Investment Partnership and the Special Limited Partner, being all of the Partners of the Partnership, desire to: (i) withdraw B&B and BCP-Wisconsin as the general partners; (ii) admit BCP Cypress to the Partnership as the sole general partner thereof; (iii) agree to certain matters relating to the Project; and (iv) amend certain provisions of the Partnership Agreement as set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the premises, covenants and agreements contained herein and for other good and valuable consideration, do hereby agree as follows:

1. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Partnership Agreement.
2. B&B and BCP-Wisconsin hereby withdraw from the Partnership as the general partners and acknowledge that they no longer have any interest in, or rights or claims against, the Partnership in their capacity as a partner of the Partnership or otherwise.

FILED  
SEP 19 10 58 AM '01  
RECEIVED

3. B&B and BCP-Wisconsin hereby assign, transfer and set over to BCP Cypress and its successors and assigns, all of their right, title and interest in the Partnership including, without limitation: (i) all of their interests as the general partners in the profits, losses, credits, and distributions of the Partnership; (ii) their Capital Contribution; (iii) their right to repayment of any loans or advances made by it to the Partnership, including without limitation, the sum advanced to the Partnership by B&B during the construction of the Project; and (iv) all their rights and claims now existing or hereafter arising to (A) all fees and payments due under the Partnership Agreement or any other agreement, including without limitation, the Development Agreement dated February 1, 1994, affecting the Partnership or its property and (B) all other benefits, rights and claims of any kind whatsoever under the Partnership Agreement or any other agreement affecting the Partnership or its property.

4. BCP Cypress hereby is admitted to the Partnership as the sole General Partner as of the date of this Third Amendment, and agrees to be bound by the terms and provisions of the Partnership Agreement.

5. The Partnership agrees to not seek reimbursement from B&B for vehicle expenses in the amount of \$27,713.

6. Amendments to the Partnership Agreement.

A. Section 1.03 of the Partnership Agreement is hereby amended to read in its entirety as follows:

"Principal Executive Offices; Agent for Service of Process. The principal executive office of the Partnership shall be BCP Cypress Point LLC c/o Boston Capital Corporation, One Boston Place, Suite 2100 Boston, Massachusetts 02108-4406, attention Anthony A. Nickas. The Partnership may change the location of its principal executive office to such other place or places as may hereafter be determined by the General Partner. The General Partner shall promptly notify all other Partners of any change in the principal executive office. The Partnership may maintain such other offices at such other place or places as the General Partner may from time to time deem advisable.

The name and address of the Agent for service of process in the State is CT Corporation System 631 Lakeland East Drive, Flowood, Mississippi 39208.

The name and address of the Agent for service of process in Florida is CT Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324."

B. The currently existing definition of "General Partner" in Article II hereby is deleted in its entirety and replaced with the following new definition:

"General Partner means BCP Cypress Point LLC and any Person who becomes a General Partner as provided in this Agreement, including particularly the provisions of Section 6.03, 8.01 and 8.12."

FILED  
JAN 15 2003  
CLERK OF COURT  
MISSISSIPPI

- C. Section 5.01(a) of the Partnership Agreement is hereby amended to read in its entirety as follows:

“(a) The General Partner, its principal addresses or places of business, its Capital Contributions and its Percentage Interests are as follows:

BCP Cypress Point LLC	\$100.00	1%
c/o Boston Capital Corporation		
One Boston Place, Suite 2100		
Boston, Massachusetts 02108-4406”		

- D. Section 8.10(b)(ii) of the Partnership Agreement is hereby amended by deleting the date December 31, 2003 and substituting thereof the date December 31, 2008.
- E. Section 11.07 of the Partnership Agreement is hereby amended to designate BCP Cypress as the sole Tax Matters Partner of the Partnership.

7. Future Cooperation.

Each of the parties hereto agrees to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such further assignments, releases, assumptions, amendments of the Partnership Agreement, notifications and other documents as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Third Amendment.

8. Binding Effect.

This Third Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Execution in Counterparts.

This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10. Governing Law.

This Third Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Mississippi, all rights and remedies being governed by such laws.

FILED  
MAY 19 2008  
MISSISSIPPI

11. Agreement in Effect.

Except as amended by this Third Amendment, the Partnership Agreement shall remain in full force and effect.

FILED  
MAY 16 11 30 AM '53  
FBI - NEW YORK



Third


IN WITNESS WHEREOF, the parties hereto have caused this ~~First~~ Amendment to be duly executed as of the day and year first above written.

WITHDRAWING GENERAL PARTNERS:

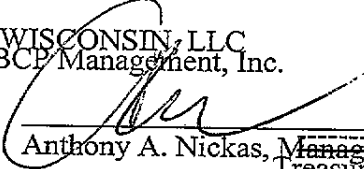
GENERAL PARTNER:

B&B PROPERTIES, INC.

BCP CYPRESS POINT LLC

By:   
Curt C. Bueching, President

By: BCP Management, Inc.

BCP-WISCONSIN, LLC  
By: BCP Management, Inc.  
By:   
Anthony A. Nickas, ~~Manager~~  
Treasurer

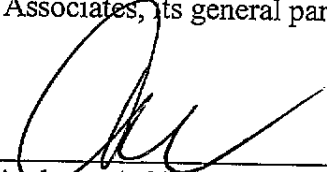
By:   
Anthony A. Nickas, Treasurer

LIMITED PARTNER:

BOSTON CAPITAL TAX CRÉDIT FUND III,  
A LIMITED PARTNERSHIP

By: Boston Capital Associates III L.P.,  
its general partner

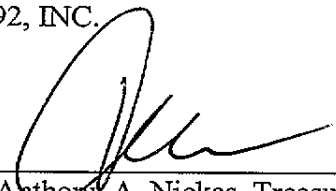
By: C&M Associates, d/b/a/  
Boston Capital Associates, its general partner

By:   
Anthony A. Nickas, as  
Attorney-in-Fact for  
John P. Manning, general partner

FILED  
MAY 19 PM 3:53  
SECRETARY OF STATE

SPECIAL LIMITED PARTNER:

BCTC 92, INC.

By:   
Anthony A. Nickas, Treasurer

FILED  
MAY 18 PM 3:53  
REGISTRY SERVICES

HAVING BEEN NAMED AS REGISTERED AGENT AND TO RECEIVE SERVICE OF  
PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED  
IN THESE PROVISIONS, I HEREBY ACCEPT THE APPOINTMENT AS  
REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER  
AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO  
THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM  
FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS  
REGISTERED AGENT.

DATE: \_\_\_\_\_

CT CORPORATION SYSTEM

BY: Connie Bryan

Connie Bryan,  
Special Assistant Secretary

FILED

MAY 19 11 3 53

SECRETARY