

# A15592

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(City/State/Zip/Phone #)

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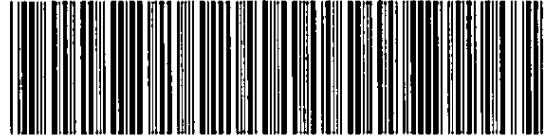
\_\_\_\_\_  
(Business Entity Name)

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(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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# LP 15592

\$ 30.00  
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## CORPORATION INFORMATION SERVICES, INC.

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TOLL FREE IN FLORIDA 1-800-640-6888

005 0329 10/26/83

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14579	10/2/83 airline	13070	all	Tanglewood Green I etc. - D. DeSario
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LIMITED PARTNERSHIP AGREEMENT/C.C.	LP#1	005 0330 10/26/83	30.00
	LP#2	005 0330 10/26/83	30.00

- Tanglewood Green I Limited
- Tanglewood Green II Limited

Limited partnership agreement to be filed on each. Partial state fees prepaid with your check \$4056 (\$60.00 made to state)

CIS to prepay additional \$30.00 for certified copy on each (\$15.00 each)

Call back as per request from Ms. Lynn Van Boonen and return by airline

\*Documents received by Dolphin airline

**FILED**

**REG OCT 27 PM 2:45**

**SECRETARY OF STATE**

**TALLAHASSEE, FLORIDA**

<p>NAME: David E. DeSario, P.A. Attorney at Law 6717 N. Dale Mabry Tampa, Florida 33614</p> <p style="text-align: right;"><b>15592</b></p> <p>TELEPHONE NO.: 813-979-400; (6)</p>		<p>142</p> <table border="1"> <tr> <td>Name</td> <td>DAE</td> </tr> <tr> <td>Availability</td> <td>10/2/83</td> </tr> <tr> <td>Document Examiner</td> <td>000/26</td> </tr> <tr> <td>Updater</td> <td>000 10/27</td> </tr> <tr> <td>Updater</td> <td></td> </tr> <tr> <td>Verifier</td> <td>TA OCT 27 1983</td> </tr> <tr> <td>Acknowledgment</td> <td>000 10/27</td> </tr> <tr> <td>W. P. Verifier</td> <td>TA OCT 27 1983</td> </tr> </table>	Name	DAE	Availability	10/2/83	Document Examiner	000/26	Updater	000 10/27	Updater		Verifier	TA OCT 27 1983	Acknowledgment	000 10/27	W. P. Verifier	TA OCT 27 1983
Name	DAE																	
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Acknowledgment	000 10/27																	
W. P. Verifier	TA OCT 27 1983																	

C. T. H.	30.00
F. A. H.	15.00
T. H.	45.00
N. S. H.	
B. S. H.	



## AGREEMENT

1. This Agreement of Limited Partnership made and entered into as of the 16 day of October, 1983, by and between JAMES L. POPE, as general partner (hereinafter sometimes called a "General Partner" and sometimes called the "Managing General Partner"), and THE MARCH COMPANY, INC., 75 Federal Street, Boston, Massachusetts 02110, as limited partner (hereinafter called the "Limited Partner").

FILED  
1983 OCT 27 PM 2 45  
TALCA  
SECRET

2. The parties hereto have agreed to form and, by executing this Agreement, hereby agree to enter into a Limited Partnership (the Limited Partnership) formed under Chapter 620, Florida Statutes Annotated, Uniform Limited Partnership Law, which Law shall govern the rights and liabilities of the parties, except as otherwise herein expressly stated.

3. Name. The parties, under the terms and provision of this Agreement, shall do business under the firm name and style of TANGLEWOOD GREEN I LIMITED PARTNERSHIP, a Florida Limited Partnership.

4. Place of Business. The principal place of business of the Limited Partnership shall be in the State of Florida at P.O. Box 935, Melbourne, Florida 32935.

5. Purpose. The character of business and purposes of the Limited Partnership through the general partner are:

(a) To acquire, purchase, lease, sell, own, develop, construct improvements upon, to finance the acquisition, operation and development of and the construction of improvements upon (The IMPROVEMENTS), and to operate and maintain for any uses, real property (The LAND), or interests therein, wherever located, land improvements being herein called the PROJECT;

(b) To purchase, lease, sell, own, operate, and to finance the acquisition and operation of, personal property;



(c) To own, develop, maintain, operate and lease units and commercial space in the Project.

(d) To incur indebtedness, borrow money, secured or unsecured, whether evidenced by Notes or not, for any of the purposes of the Limited Partnership;

(e) to finance and refinance from time to time the cost of acquiring the Land and the construction of the improvements;

(f) To invest and reinvest the assets of the Limited Partnership in, and to purchase or otherwise acquire, hold, sell, transfer, exchange, or otherwise dispose of, or realize upon, securities of all types and descriptions and any other interests in business ventures;

(g) To act as a General or Limited Partner in a Limited Partnership; and

(h) to acquire fee and leasehold estates or interest in real and personal property and the rights therein as appurtenant thereto, necessary, appropriate, or incidental to the construction, operation, ownership, development, maintenance and leasing of the Project;

(i) Any other purposes as are or may be necessary, appropriate or incidental to protect or enhance the assets of the Limited Partnership or to carry out the business purpose of the Limited Partnership.

6. Term. This Partnership shall begin on the date of recordation of this Certificate of Limited Partnership to be recorded under the terms and provisions of this Agreement and shall continue until it is wound up, dissolved and terminated under the terms, conditions and agreements hereinbelow set forth; or shall continue for a period of fifty (50) years, unless sooner terminated by mutual agreement of all the partners.

7. Membership Names. The name and place of residence of each member are as follows:

(a) The name and principal place of business of the General Partner is JAMES L. POPP, P.O. Box 935, Melbourne, Florida 32935.

(b) The names and places of business of the Limited Partner is as follows:

THE MARCH COMPANY, INC.                      75 Federal Street  
Boston, Massachusetts 02110

8. Priority of Limited Partners. No Limited Partner shall have the right to priority over other Limited Partners as to contributions or as to compensation, if any, by way of income, and net losses shall be borne by the Limited Partners in proportion to their respective contributions.

9. Capital Contributions. All contributions to the Partnership, whether in cash or in property, shall be credited to the capital of the Partnership. The amount of cash to be contributed by the Limited Partners is FIFTY AND NO/100 DOLLARS (\$50.00). However, no property other than cash is to be contributed by the Limited Partners. The names and respective interests of the Corporate General Partner and the Limited Partners are set forth below:

<u>Name</u>	<u>Percentage Ownership</u>	<u>Contribution</u>
<u>General Partner:</u>		
	1.00%	\$50.00 and contract rights
<u>Limited Partner:</u>		
THE MARCH COMPANY, INC.	99.00%	\$50.00

10. Future Contributions By Limited Partner. No additional contributions are required to be made by any Limited Partner.

11. Return of Limited Partner Contribution. The contribution of each Limited Partner is to be returned to him upon the termination of the Partnership, but contributions may be returned to him prior to the termination of the Partnership at the discretion of the General Partner.

12. Share of Profits or Other Compensation. The Limited Partners shall receive, by reason of their contributions, ninety-nine percent (99%) of the profits, losses and cash flow of the Partnership.

13. Limited Partner's Right to Substitute Assignee. No Limited Partner shall have the right to substitute any assignee as contributor in his place.

14. Admission of Additional Limited Partners. Additional Limited Partners may be admitted at the discretion of the General Partners.

15. Death, Retirement or Insanity of a General Partner. Upon the death, retirement or insanity of a General Partner, the Partnership shall be dissolved unless (a) any one or more remaining General Partner and (b) a majority in interest of the Limited Partner, shall elect to continue the Partnership, or in the event there is no remaining General Partner, 100% in interest of the Limited Partner shall elect to continue the Partnership.

16. Limited Partner's Right to Demand and Receive Property Other than Cash. A Limited Partner shall have no right to demand or receive property other than cash in return for his contributions.

17. Liability of Limited Partners. Limited Partner shall not be bound by, or be personally liable for, any expenses, liabilities or obligations of the Partnership; provided, however, that the capital contribution of the Limited Partner shall be subject to the risks of the business of the Partnership and subject to the claims of the Partnerships creditors.

18. Notice. Whatever provision is made in this Agreement for the giving, service or delivery of any notice, such notice shall be deemed to have been duly given, served and delivered if mailed by United States registered or certified mail, addressed to the party entitled to receive the same if addressed as specified in this Agreement; provided, however, that any Limited Partner may change his mailing address by giving to the General Partner by United States registered or certified mail, written notice specifying his new mailing address, and the General Partner may change its mailing address by giving to all Limited Partners by United States registered or certified mail, written notice of the General Partner's new mailing address. Except where otherwise provided in this Agreement, any notice shall be deemed to have been given, served and delivered on the date following the date on which such notice was mailed in the manner provided herein.

19. Miscellaneous Provisions.

A. SEVERABILITY: In the event that any part of this Agreement be construed as illegal or unenforceable, the remaining parts of this Agreement shall be in full force and effect as though any illegal or unenforceable part or parts were not written into this Agreement.

B. GOVERNING LAW: This Agreement shall be governed, construed and enforced under the laws, rules, regulations and restrictions of the State of Florida.

C. PARTIES BOUND: This Agreement shall be binding on and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the parties hereto.

D. SINGULAR/PLURAL CLAUSES: In this Agreement whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case may be, and the singular number includes the plural.

E. NO ORAL MODIFICATIONS: Notwithstanding this Agreement nor any provision thereof may be changed, waived, discharged, terminated, modified or amended orally, but only by an instrument in writing executed by the party against whom enforcement of the change, waiver, discharge, termination, modification or amendment is sought.

F. NON-WAIVER CLAUSE: No consent or waiver, express or implied, by either party to or of any breach by the other in the performance by the other of his (its) obligation hereunder shall be deemed or construed to be a consent or waiver to or of any other breach in the performance by the other party of the same or any other obligation of such party hereunder. Failure on the part of either party to demand action or pursue a remedy at law or in equity of any act or failure to act by the other, irrespective of how long such failure continues except as barred by any statute of limitations or other similar law, shall not constitute a waiver of such party's rights hereunder.


G. FINAL AND COMPLETE EXPRESSION OF PARTIES' INTEREST: This Agreement supersedes all previous oral and written agreements and negotiations between the parties hereto and is a final expression of the intent of the parties and any terms or conditions not within this Agreement will be held to have no force and effect.

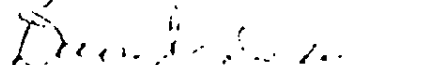
H. TIME OF THE ESSENCE: The parties agree that time is of the essence as to all provisions of this Agreement.

I. The domestic office and resident agent for service of process of the partnership is C/O DAVID E. DeSERIO, Attorney at Law, 6717 North Dale Mabry, Tampa, Florida 33614.


IN WITNESS WHEREOF, the parties hereto have here-  
unto set their hands and seals as of the day and year first  
above written and sworn to.

"General Partner"

  
Witness

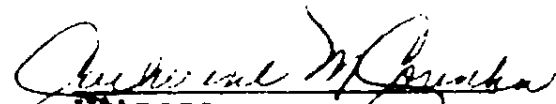
  
Witness

By:

  
James L. Pope

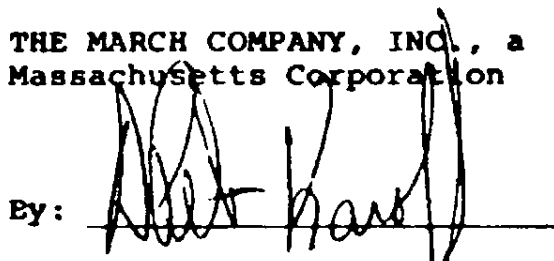
"Limited Partner"

THE MARCH COMPANY, INC., a  
Massachusetts Corporation

  
Witness

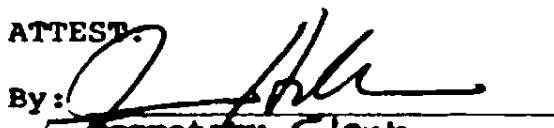
  
Witness

By:

  
President

ATTEST.

By:

  
Secretary Clerk  
(CORPORATE SEAL)

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 14th day of October, 1983, by Mr. Peter Karoff as President of THE MARCH COMPANY, INC., a Massachusetts Corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of October, 1983, by JAMES L. POPE, individually.

*Quinn M. Norath*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 23 1987  
BONDED THRU GENERAL INSURANCE LTD

STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 14th day of October, 1983, by H. Peter Karoff as President of THE MARCH COMPANY, INC., a Massachusetts Corporation, on behalf of said corporation.

*Donald H. O'Leary*  
Notary Public

My Commission Expires: 8/10/86

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of October, 1983, by JAMES L. POPE, individually.

*Maime M. Norath*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 23 1987  
BONDED THRU GENERAL INSURANCE UND



# LP 15592

## CORPORATION INFORMATION SERVICES, INC

502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171  
MAILING ADDRESS: Post Office Box 10329 Tallahassee, FL 32302  
TOLL FREE IN FLORIDA 1-800-342-8086

*Need to file date*

ORDER NUMBER	ORDER DATE	CUSTOMER NO	TR CODE	DESCRIPTION	REFERENCE	DATE	AMOUNT
19356	12/30/83	13791	112	Tanglewood Green e.c.	005 8753	1/10/84	15.00
	Airlines				005 8754	1/10/84	15.00

### AMENDMENT/CERTIFIED COPY OF EACH

1. Tanglewood Green I Limited partnership  
(Partial state fees prepaid with check  
#9554-\$1,000 made to state)
2. Tanglewood Green II Limited Partnership  
(Partial state fees prepaid with check  
#9555-\$1,000 made to state)

CIS to prepay additional \$15.00 each  
for certified copy.

Call back as per request from Ms.  
Bethany Weinberger.

\*Documents received by Eastern Airline

C. TAX \_\_\_\_\_  
FILING \_\_\_\_\_ 1000  
R. AFF \_\_\_\_\_  
C. \_\_\_\_\_ 15  
T. \_\_\_\_\_ 1015.00  
N. \_\_\_\_\_  
B. \_\_\_\_\_  
R. \_\_\_\_\_

#### NAME:

The March Company Inc. *2:30*  
75 Federal Street  
Boston, Massachusetts 02110

TELEPHONE NO.: 617-542-2555

Name	12-3-83
Availability	
Location	21
Company	21
Unit	21
Ver. year	JAN 3 1984
Acknowledged on	21
W. P. Ver. year	21

*Increase to \$1,373*

*Add 502*

Melbourne  
 Frevard County  
 LP No. 1559  
 10-27-83  
 50 YCETS  
 NAME Tanglewood Green Limited Partnership  
 P.O. ADDRESS P.O. Box 935, Melbourne, FL 32935  
 CHANGE OF ADDRESS  
 CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT	PAID
Amend. filed 12-30-83		\$50.00 increasing to \$1,373,725.00		

perp-50 (2000)

TANGLEWOOD GREEN I LIMITED PARTNERSHIP  
(A Florida Limited Partnership)  
FIRST AMENDMENT TO CERTIFICATE AND AGREEMENT  
OF LIMITED PARTNERSHIP

THIS FIRST AMENDMENT TO CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP, dated as of December 28, 1983 (this "Agreement"), is hereby executed <sup>swore to</sup> by and among James L. Pope as General Partner (the "General Partner"), the persons designated in Exhibit A hereto as Class A Limited Partners (the "Class A Partners"), The March Company, Inc., as Class B Limited Partner (the "Class B Partner" or "March"), and H. Peter Karoff, Peter D. O'Connor, Jay H. Montgomery and Jerome Heller as Class C Limited Partners (the "Class C Partners"). The Class A Partners, the Class B Partner and the Class C Partners, together with their respective successors and assigns as such Limited Partners, are herein collectively called the "Limited Partners." The General Partner and the Limited Partners are herein collectively called the "Partners."

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**Exhibit A Capital Contributions of Partners**

PRELIMINARY STATEMENT

James L. Pope, as general partner, and The March Company, Inc. ("March"), as limited partner, entered into an Agreement and Certificate of Limited Partnership dated October 27, 1983 (the "Original Agreement") for the purpose of setting forth the entire agreement between them as the partners of a limited partnership under the laws of Florida known as Tanglewood Green I Limited Partnership (the "Partnership"), and, pursuant to the Florida Uniform Limited Partnership Act, as amended (the "Partnership Law"), filed the Original Agreement on October 27, 1983 with the office of the Department of State of the State of Florida (the "Filing Office"). By the execution and filing hereof, the persons designated in Exhibit A as the Class A and Class C Partners become Limited Partners of the Partnership, on the terms and conditions herein stated, March becomes the Class B Partner of the Partnership to the extent of 18 of its interest in the Partnership and H. Peter Karoff, Peter D. O'Connor, Jay H. Montgomery and Jerome Haller (the "March Principals") are designated Class A Partners to the extent of the balance of March's limited partnership interest it held as nominee for such persons and which is not being transferred by this Amendment to the remaining persons designated on Exhibit A as Class A Partners.

In accordance with its purposes, and without limiting the generality of the purposes set forth in Paragraph 3(a) of this Agreement, the Partnership (a) has acquired by deed (x) from L.P.M. Development Corporation, Cottage Properties and CBM Development, Inc. (herein collectively called the "Largo Sellers") an undivided one-half interest, as tenant-in-common with Tanglewood Green II Limited Partnership, a Florida limited partnership (herein called "Tanglewood II Partnership" and collectively with the Partnership called the "Partnerships") 83 residential condominium units (herein called the "Largo Units") in Harbor Greens at Yacht Club Estates, a Condominium (a condominium

containing 96 residential condominium units in Largo, Florida; together with a proportionate interest in the condominium's common facilities and approximately 5.4 acres of land assigned to the Largo Units by the Declaration of Condominium dated July 15, 1981 (the Largo Units and such interest being herein collectively called the "Largo Property"); and (y) from Executive Properties of Brevard, Inc. (herein called "Executive Properties") an undivided one-half interest, as tenant-in-common with the Tanglewood II Partnership, the following properties in Melbourne, Florida: (i) 45 residential condominium units (herein called the "Golfview Units") in Golfview, a Condominium (a condominium containing 90 residential condominium units), together with a proportionate interest in the condominium's common facilities and approximately 5.9 acres of land assigned to the Golfview Units by the Declaration of Condominium of Golfview, a Condominium, dated May 1, 1981; (ii) 18 residential condominium units (herein called the "Tanglewood Units") in Tanglewood at Suntree Country Club Condominiums (a condominium containing 60 residential condominium units), together with a proportionate interest in the condominium's common facilities and approximately 3.8 acres of land assigned to the Tanglewood Units by the Declaration of Condominium of Tanglewood at Suntree Country Club Condominiums dated June 9, 1981; and (iii) 16 residential condominium units (herein called the "Harbor Green Units") in Harbor Green, a Condominium (a condominium containing 24 residential condominium units), together with a proportionate interest in the condominium's common facilities and approximately 3.4 acres of

land assigned to the Harbor Green Units by the Declaration of Condominium of Harbor Green, a Condominium, dated August 14, 1981 (the Golfview Units, the Tanglewood Units and the Harbor Green Units and such interests being herein collectively called the "Melbourne Property," and the Melbourne Property and the Largo Property being herein collectively called the "Project"); and (b) has obtained four mortgage loans (herein called the "Mortgage Loans") from the Guaranty Savings and Loan Association of St. Petersburg, Florida (herein called the "Mortgage Lender"), as follows: (x) two such loans (herein individually called the "Melbourne First Mortgage Loan" and the "Largo First Mortgage Loan" and collectively called the "First Mortgage Loans") in the original principal amounts of \$1,679,000 and \$3,125,000 and bearing interest at the rate of 11.5% and 12.0% respectively, which (i) are evidenced by the promissory notes of the Partnership and secured by first mortgages on the Partnership's interests in the Melbourne Property and Largo Property respectively (herein called the "First Mortgages"), each dated [       ]; (ii) except as otherwise provided below, require the payment of interest only until maturity; (iii) after the completion of the fourth year after the purchase of the Project by the Partnerships, permit the deferral of interest payments on the First Mortgage Loans and the first mortgage loans from the Mortgage Lender to Tanglewood II Partnership to the extent that such payments exceed the sum of the balance of the Reserve Capital (as hereinafter defined) plus net operating income from the Project (before interest payments on the mortgage loans of both Partnerships) determined monthly on an



accrual basis (herein called "Net Operating Income"); (iv) are for terms of eight years, which terms may be extended for two successive one-year periods by the Partnership; and (v) require the capital contributions of the Class A Partners to the Partnerships less fees and reimbursements payable to the Class B Partner and its affiliates as set forth in this Agreement and the First Amendment to Certificate and Agreement of Limited Partnership of Tanglewood II Partnership, dated Dec. 27, 1983 (herein called the "Tanglewood II Partnership Agreement") to be deposited in an interest bearing escrow account with the Mortgage Lender (herein called the "Reserve Capital") for the payment of operating deficits and interest on the first mortgage loans of both Partnerships to the extent rental income from the Project is insufficient for the payment thereof; and (y) two such loans (herein individually called the "Melbourne Second Mortgage Loan" and the "Large Second Mortgage Loan" and collectively called the "Second Mortgage Loans") each in the original principal amount of \$375,000 and bearing interest at the rate of 9.0% per annum, which (i) are evidenced by the promissory notes of the Partnership and secured by second mortgages on the Melbourne Property and Largo Property (herein called the "Second Mortgages");

(ii) except as otherwise provided below, require the payment of interest only until maturity; (iii) permit the deferral of interest payments on the Second Mortgage Loans and the second mortgage loans from the Mortgage Lender to Tanglewood II Partnership to the extent that such payments exceed Net Operating Income after payment of all current and deferred interest on the

first mortgage loans of both Partnerships; and (iv) are for terms of eight years, which terms may be extended for two successive one-year periods by the Partnership.

WITNESSETH:

WHEREAS, the General Partner and March desire that March's interest as a limited partner of the Partnership be converted to an interest as the Class B Partner of the Partnership to the extent of 18 of such interest and the balance of such interest held by March as nominee for the March Principals and which is not being transferred by this Amendment to the remaining persons designated on Exhibit A as Class A Partners, be reflected on Exhibit A to be in the name of the March Principals.

WHEREAS, the persons designated in Exhibit A hereto as the Class A and Class C Partners desire to be admitted to the Partnership as Limited Partners of the Partnership under the terms and conditions of this Agreement; and

WHEREAS, the General Partner and March desire to admit as Limited Partners of the Partnership the persons designated in Exhibit A hereto as the Class A and Class C Partners, and to amend the Original Agreement to reflect such admission and certain other matters and to set forth the entire agreement among the Partners of the Partnership;

NOW, THEREFORE, the parties hereto, together with any persons hereafter becoming parties hereto, agree, certify, and declare as follows:

1. Formation. The Partners hereby enter into this Agreement as the Partners of the Partnership known as Tanglewood I Limited Partnership, a Florida limited partnership, which, upon

the filing hereof, shall continue as a limited partnership pursuant to the provisions of the Partnership Law.

2. Filing of Articles. The General Partner, upon the execution and delivery hereof, shall file for registry with the Filing Office a copy of this Agreement, or such other writing in lieu of this Agreement, which may be required to be filed pursuant to the Partnership Law, as an amended certificate of limited partnership of the Partnership. The General Partner shall also cause such other certificates, instruments, documents, and notices, including without limitation, a fictitious name certificate, if required, to be duly recorded, filed and published in all offices or otherwise, as and to the extent required by law.

3. Purposes. (a) The purposes of the Partnership are to engage, through the General Partner, as the general partner of the Partnership, in the following business activities for the benefit of the Partners:

(i) to acquire, own, manage, operate, develop, lease and otherwise deal with the Project or any portion thereof, to hold the Project or any portion thereof for investment, production of rental income, and capital appreciation, and to sell or otherwise dispose of the Project or any portion thereof;

(ii) to finance and refinance in any manner and from time to time the cost of acquiring, owning, operating, developing or otherwise dealing with or in the Project or any portion thereof;

(iii) to acquire fee and leasehold estates in real and personal property, and the rights therein or appurtenant thereto, necessary, appropriate or incidental to the Project;

(iv) to borrow money and to evidence the same by notes or other evidences of indebtedness and to secure the same by mortgage, deed of trust, pledge or other lien or security interest in furtherance of any or all the purposes of the Partnership. The Partnership may assign or pledge any capital contributions of the Partners as security for any loan to the Partnerships for any purpose;

(v) to enter into, perform and carry out contracts and agreements, including contracts and agreements by and among the Mortgage Lender and Tanglewood II Partnership, that are necessary, appropriate or incidental to the accomplishment of the purposes of the Partnership;

(vi) to apply for and obtain, or cause to be obtained from private or public insurers any contract or contracts of mortgage insurance, covering bonds, notes and other evidences of indebtedness issued by the Partnership and any mortgage securing the same; and

(vii) to do any other acts and things which may be necessary, appropriate or incidental to the carrying out of the business and purposes of the Partnership, including the obtaining of fire and liability insurance and the defense of any lawsuit which could affect the business of the Partnership.

(b) The Partnership shall not engage in any other business or activity, except as set forth in or contemplated by this Agreement or incidental or necessary to such business activity.

(c) In connection with but not in limitation of the foregoing provisions of this Paragraph 3, the Partnership may execute all documents required in connection with the First Mortgage Loans, the First Mortgages, the Second Mortgage Loans and the Second Mortgages (together with all other loans to the Partnerships permitted under this Agreement, herein collectively

called the "Loans") and any other document executed pursuant to any thereof or otherwise reasonable or necessary in connection with the Partnership business.

4. Name. The business of the Partnership shall be conducted under the name of, and the name of the Partnership shall be, Tanglewood Green I Limited Partnership.

5. Place of Business. The principal place of business of the Partnership shall be P.O. Box 935, Melbourne, FL 32935, or at such other location as may hereafter be determined by the General Partner. The General Partner shall notify the other Partners in writing of any change in the principal place of business of the Partnership. The General Partner shall be the designated agent for service of process on the Partnership.

6. Term. The term of the Partnership shall continue until December 31, 2033; provided that the Partnership shall be dissolved prior to such date upon the happening of any one of the following:

(a) the sale or other disposition of all or substantially all of the Partnership's assets, provided that the sale of individual condominium units shall not be deemed a sale of substantially all of the Partnership's assets unless every condominium unit owned by the Partnership has been sold;

(b) the agreement to dissolve the Partnership by the General Partner, the Class B Partner and not less than a majority in interest of the Limited Partners, or, if the General Partner shall be in default under any of his material obligations under this Agreement, by the Class B Partner and not less than a majority in interest of the Limited Partners; or

(c) the Retirement of a General Partner (as defined in Paragraph 30(d)) hereof, except as provided in Paragraphs 18(n) and 23(b) hereof.

7. Capital Contributions. (a) The General Partner, the Class B Partner and the Class C Partners have contributed capital, in cash, to the Partnership in the amounts set forth opposite their respective names in Exhibit A hereto. No Partner shall be required to make any further contributions of cash or other property to the Partnership, except as provided in Paragraphs 7, 18(1) and 23(c) hereof.

(b) Each Class A Partner shall contribute capital, in cash, to the Partnership in an aggregate amount set forth opposite his name in Exhibit A hereto. The capital contribution of each Class A Partner shall be made in six installments in the amounts set forth in such Exhibit, each such installment becoming due on the date set forth below in this Paragraph 7(b). The first such installment (herein called the "First Contribution") shall be paid on the date on which this Agreement is filed in accordance with Paragraph 2 hereof (herein called the "Admission Date"). The second such installment (herein called the "Second Contribution") shall be due on January 15, 1984 (herein called the "Second Installment Date"). The third such installment (herein called the "Third Contribution") shall be due on January 15, 1985 (herein called the "Third Installment Date"). The fourth such installment (herein called the "Fourth Contribution") shall be due on January 15, 1986 (herein called the "Fourth Installment Date"). The fifth such installment (herein called the "Fifth Contribution") shall be due on January 15, 1987 (herein called the "Fifth Installment Date"). The sixth such installment (herein called the "Sixth Contribu-

tion") shall be due on January 15, 1988 (herein called the "Sixth Installment Date"). Each Class A Partner's obligation to make the Second, Third, Fourth, Fifth and Sixth Contributions to the capital of the Partnership shall be evidenced by two non-interest bearing (except in the event of a default) promissory notes. Each Class A Partner will receive one Class A limited partnership interest in the Partnership (herein called a "Class A Interest") per \$24,750 aggregate capital contribution to the Partnership.

(c) No Partner shall receive interest on a capital contribution made to the Partnership.

(d) A Limited Partner shall not be liable for any debt or obligation of the Partnership or be required to contribute any capital or lend any funds to, or otherwise pay the expenses of, the Partnership except as provided in Paragraphs 7, 18(1) and 23(c) hereof. The General Partner shall have no personal liability for the repayment of any capital contribution of any Limited Partner.

(e) If a Class A Partner fails to pay any installment of his capital contribution as required by this Paragraph 7 or by Paragraph 7 of the Tanglewood II Partnership Agreement, he shall be in default hereunder unless such failure is cured within 10 days after written notice thereof (herein called the "Grace Period"), and the General Partner shall give written notice of such default to all other Partners. The Partnership shall have the right to bring an action in any court of competent jurisdiction to enforce the obligations of such Limited Partner to pay such contribution. Notwithstanding that the Partnership

may bring such an action, the Class A Interest(s) of the defaulting Class A Partner may be purchased, as follows:

(i) The Class B Partner or its designee shall have the option (exercisable within 30 days after the expiration of the Grace Period) to purchase the Class A Interest(s) of such defaulting Class A Partner for an amount equal to the greater of: (a) 10% of the amount of the capital contributions previously made to the Partnership by such defaulting Class A Partner, reduced by the cash distributions, if any, theretofore made to such defaulting Class A Partner; or (b) 75% of the amount of capital contributions previously made to the Partnership by such defaulting Class A Partner reduced by cash distributions, if any, theretofore made to such defaulting Class A Partner, and further reduced by 50% of the losses allocated for Federal income tax purposes to such defaulting Class A Partner.

(ii) If the Class B Partner or its designee does not elect to purchase such interest within the time specified above, the non-defaulting Class A Partners may do so within 30 days after the expiration of the time within which the Class B Partner or its designee might have made such purchase. Any such purchase shall be on the same terms and conditions as are specified in this Paragraph 7(e). If more than one of the non-defaulting Class A Partners desires to purchase such interest as hereinabove permitted, and they are unable to agree as to the apportionment of such interest, such interest shall be apportioned among such purchasers in the same ratio that they hold their Partnership interest in profits and losses.

Any such purchaser shall, within 30 days of the date that such purchase is consummated, pay the installment of the capital contribution of such defaulting Class A Partner then due, and shall thereafter pay any installment of such capital contributions which shall thereafter become due, and shall, if required by the General Partner, agree in writing to pay such installments thereafter becoming due. A purchaser shall become a Class A Partner in respect of the interest so purchased as of the



date of payment therefor without the necessity of any further act or deed by such defaulting Class A Partner, who expressly consents, by his execution hereof, that no other instrument of transfer need be executed by him to accomplish the transfer of his interest under this Paragraph 7(e). No such purchase shall be subject to the provisions of Paragraph 21(b) hereof, and the opinion of counsel referred to in Paragraph 26 hereof shall not be required in connection with such purchase, but any purchaser pursuant to this Paragraph 7(e) shall nevertheless make the representations and warranties as required by Paragraph 26 hereof and the interest acquired by him under this Paragraph 7(e) shall thereafter not be transferred except as provided in Paragraph 21 hereof.

A defaulting Class A Partner shall remain liable for his unpaid capital contribution to the Partnership and accrued interest thereon, as provided in the promissory notes evidencing such Class A Partner's obligation therefor, unless and until his interest is purchased as hereinabove provided. Notwithstanding any provision of Paragraphs 9, 10, 11 and 23 hereof and any other provision hereof to the contrary, if the interest of a defaulting Class A Partner shall not be purchased through the exercise of any option granted pursuant to this Paragraph 7(e), then until payment in full to the Partnership of all capital contributions payable by such Class A Partner, the interest of such defaulting Class A Partner hereunder, including his allocable share of profits and losses pursuant to Paragraph 9 hereof and distributions pursuant to Paragraphs 10, 11 and 23 hereof, shall

be reduced to the proportion of such interest that the amount actually paid by such Partner bears to the aggregate capital contribution set forth opposite his name in Exhibit A hereto. The portion of such interest not retained by the defaulting Class A Partner shall be reallocated, commencing as of the date of such default, to the Class C Partners. A defaulting Class A Partner shall be responsible for all collection costs incurred hereunder, including reasonable attorneys' fees, whether or not suit is brought.

(f) An individual capital account shall be established and maintained for each Partner, including any additional or substituted Partner, who shall or shall hereafter receive an interest in the Partnership. The original capital account established for each such substituted Partner shall be in the same amount as the capital account of the Partner whom such substituted Partner succeeds. For the purposes of this Paragraph 7(f), such substituted Partner shall be deemed to have made the capital contributions to the Partnership made by the Partner such substituted Partner succeeds. The capital account of each Partner shall be: (i) credited with the amounts of his capital contributions made to the Partnership and allocations of net profits of the Partnership to such Partner; and (ii) charged with the allocations of net losses of the Partnership to such Partner and cash distributions of the Partnership to such Partner, and shall otherwise appropriately reflect transactions of the Partnership and the Partners. All credits and charges of net profits and net losses referred to in this Paragraph 7(f) shall

be made to the Partners in proportion to their interests in Partnership profits and losses throughout the year in accordance with Paragraph 9 hereof. A Partner shall not be entitled to withdraw any part of his capital account or to receive any distribution from the Partnership, except as provided in Paragraphs 10, 11 and 23 hereof.

(g) In the event that the Partnership has not obtained commitments (acceptable to the Class B Partner) for the purchase of 60 or more Class A Interests by the Admission Date, the Class B Partner may, at its discretion, elect either or none of the following two alternatives. First, the Class B Partner may elect to have the investors from whom commitments have been obtained (herein called the "Purchasers") admitted to the Partnership and to purchase the remaining Class A Interests in the name of the Class B Partner or its designee, with the right to transfer such Class A Interests to new limited partners at any time thereafter, subject to applicable Federal or state securities laws, unless such transfer would cause a termination of the Partnership under the Internal Revenue Code of 1954, as amended (herein called the "Code"). Second, the Class B Partner may elect to have the Purchasers admitted to the Partnership, subject to the following conditions:

(i) To the extent that the First Contribution of the Purchasers to the Partnership plus advances to the Partnership from March pursuant to Paragraph 24(a) hereof would not be sufficient to pay the amount to be deposited by the Partnership in escrow with the Mortgage Lender on the Admission Date, the Class B Partner may make a non-interest bearing, non-negotiable loan to the Partnership adequate to pay such amounts and shall receive a Deficiency Note to evidence such loan.

(ii) The Class B Partner would have the right then and thereafter until the Second Installment Date to purchase any remaining Class A Interests for its own account, with the purchase price to be reduced by the amount of any Deficiency Note of the Partnership and the proceeds thereof to be applied first to any amount required to be deposited by the Partnership in escrow with the Mortgage Lender, and second to the payment of any unpaid fees, reimbursements and advances due from the Partnership to the Class B Partner and its affiliates as set forth herein. The proceeds of each subsequent Contribution of any such purchase by the Class B Partner shall be applied in the same order of priority as set forth in the preceding sentence before being available to the Partnership for any other purpose.

(iii) The Class B Partner would have the right, subject to applicable Federal or state securities laws, unless such admission would cause a termination of the Partnership for Federal income tax purposes: (x) on or prior to the Second Installment Date to permit the Purchasers or new investors admitted to the Partnership to acquire the Class A Interests not previously sold to the Purchasers; and (y) at any time thereafter to permit the Purchasers and new investors admitted to the Partnership to acquire the Class A Interests previously purchased by the Class B Partner. In the event that the Class B Partner is unable to obtain new investors to acquire the Class A Interests described in clauses (x) and (y) of the preceding sentence, the Class B Partner will be obligated to fund the balance of the capital contributions for those Interests, and the Class B Partner shall execute two promissory notes identical to the notes executed by the other Class A Partners. In each case the capital contributions of such new Class A Partners shall be applied first to payment of any outstanding Deficiency Note, second to any amount required to be deposited by the Partnership in escrow with the Mortgage Lender, and third to the payment of any unpaid fees, reimbursements and advances due from the Partnership to the Class B Partner and its affiliates as set forth herein, before being available to the Partnership for any other purpose.

(iv) In the event that any Deficiency Note is not repaid by the Second Installment Date, the Partnership shall issue a Residual Receipts Note to the Class B Partner in the amount of such

outstanding loan in exchange for the Deficiency Note. The Residual Receipts Note would be non-interest bearing, non-negotiable, and payable as described in Paragraphs 11 and 23 hereof.

The Class B Partner may pay for any Class A Interests acquired by it or fund any loans it may elect to make to the Partnership under this Paragraph 7(g) by setting off against such installment of purchase price or loans the obligation of the Partnership to pay any amounts pursuant to Paragraph 24 of this Agreement to the extent that such installment is not required to be deposited by the Partnership in escrow with the Mortgage Lender.

8. Certain Obligations of the General Partner. The General Partner agrees that he will cause to be met, out of Partnership funds, all requirements of the Partnership under the terms of any Loan or other indebtedness for the provision of one or more reserves and escrow funds for taxes, repairs and replacements, operating expenses, letters of credit and extensions and substitutions thereof, surety agreements and any and all other payments and actions required thereunder, whether required of the Partnership or the General Partner, no matter when accruing.

9. Distributive Shares. Profits and losses, as determined for Federal income tax purposes, shall be allocated to the Partners for each fiscal year of the Partnership, in accordance with this Paragraph 9.

(a) Except as otherwise provided in Paragraph 9(b) hereof, the net profits and losses of the Partnership from ordinary operations (and each item of income, gain, loss, deduction or credit entering into the computation thereof) shall,

for Federal income tax purposes, be allocated as follows:

(i) after the Admission Date and prior to that time at which the aggregate amount of all distributions made to the Class A Partners pursuant to Paragraphs 10, 11 and 23 hereof becomes equal to or greater than the full amount of their capital contributions (the "Investment Recovery Event"), 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Class B Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Class B Partner and 8.1% to the Class C Partners. Notwithstanding the foregoing, if at any time a class of Partners has deficit capital account balances at any time when any other Partner has a positive capital account balance, net profits from ordinary operations shall first be allocated to the class or classes of Partners which has deficit capital account balances in an amount equal to the lesser of (i) the amount of such deficit capital account balances or (ii) the amount by which the sum of all deficit capital account balances exceeds the Minimum Gain (as hereinafter defined). Any such allocation pursuant to the preceding sentence among more than one class or Partners shall be made in proportion to their deficit capital account balances. If any cash or other property is held by the Partnership at the end of its fiscal year which the General Partner reasonably expects will be distributed to the Partners during the subsequent year, such cash or other property will be deemed to have been distributed to the Partners on the last day

of such fiscal year for purposes of computing the deficit capital account balances of the Partners.

As used herein, "Minimum Gain" means, at the time such determination is necessary, the excess of the outstanding balance of Partnership nonrecourse indebtedness which is secured by the Project (excluding such indebtedness which would not be taken into account as an amount realized under the Code upon foreclosure of such indebtedness), over the Partnership's adjusted basis for the Project under the Code.

(b) The net profits of the Partnership from the sale or other disposition of all or substantially all of the Partnership assets or from the sale of individual condominium units shall be allocated, solely for Federal income tax purposes, to the Limited Partners and the General Partner (treated as separate classes for this purpose) in the following proportions: first, to each Partner in each class in an amount equal to the excess of the aggregate losses, cash distributions made pursuant to Paragraphs 10(b), 11(i) and 11(iii) hereof and any other amounts previously charged to his or its capital account, over the profits, capital contributions and any other amounts previously credited to his or its capital account; second, to each Partner in each class in an amount equal to the aggregate cash distributions, if any, charged to his or its capital account as a result of distributions pursuant to Paragraphs 23(c)(iii) and (v) hereof; and third, to each Partner in each class in accordance with the percentages set forth in Paragraph 9(a) hereof.

The net losses of the Partnership from the sale or other disposition of all or substantially all of the Partnership assets or from the sale of individual condominium units shall be allocated, solely for Federal income tax purposes, to each Partner in each class in accordance with the percentages set forth in Paragraph 9(a) hereof.

(c) The "net profits and losses of the Partnership" and each item of income, gain, loss, deduction or credit entering into the computation thereof shall be the net profits or losses of the Partnership and each item of income, gain, loss, deduction or credit used for Federal income tax purposes, as determined annually by the independent accounting firm referred to in Paragraph 12(c) hereof.

(d) Except as otherwise provided in this Agreement, all allocations of the net profits and losses of the Partnership made to a class of Partners pursuant to this Paragraph 9 shall be shared by each such Partner in such class in the same proportion as such Partner's capital contribution to the Partnership bears to the aggregate amount of the capital contributions to the Partnership of all Partners in such class.

(e) Any Limited Partner whose limited partnership interest is sold pursuant to the provisions of Paragraph 7(e) hereof shall have allocated to him the net profits and losses of the Partnership allocable to such interest, and each item of gain, loss, deduction, or credit entering into the computation thereof, for the period beginning on the date of the acquisition of such interest, or the first day of the fiscal year in which



such sale occurs, whichever such day is nearer to the date of sale, and ending on the date of such sale.

10. Cash Flow and Distribution Thereof. (a) The cash flow of the Partnership (the "Cash Flow") shall be the cash arising from ordinary operations of the Partnership, after making provision for: (i) payments by the Partnership on the Mortgage Loans, all other Loans or indebtedness, conditional sales contracts and security agreements, property replacement reserves, escrow reserves for taxes and insurance, and capital expenditures when made from other than such reserves; (ii) any other cash expenditures of the Partnership, including the Investor Services Fee and the Management Fee (as described in Paragraphs 18(1) and 18(e)(iv) hereof, respectively) and any other fee for management and leasing services; and (iii) any amount required to maintain sufficient working capital for the Partnership. Cash Flow shall be determined separately for each fiscal year of the Partnership. Ordinary operations of the Partnership shall not include the sale or other disposition of the Project or of any condominium units, the refinancing of any mortgage on the Project, or the dissolution of the Partnership under Paragraph 23 hereof.

(b) Cash Flow each year shall be distributed to the Partners as follows: (i) after the Admission Date and prior to Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Class B Partner and .2% to the Class C Partners; and (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Class B Partner and 8.1% to the Class C Partners. Distri-

butions of Cash Flow made pursuant to this Paragraph 10 may be made at reasonable intervals during each fiscal year and, in any event, shall be made within 120 days after the close of each fiscal year of the Partnership. Except as otherwise provided in this Agreement, all allocations and distributions of Cash Flow made to a class of Partners pursuant to this Paragraph 10(b) shall be shared by each such Partner in such class in the same proportion as such Partner's capital contribution to the Partnership bears to the aggregate amount of the capital contributions to the Partnership of all Partners in such class.

11. Certain Distributions. Except as otherwise provided in Paragraph 23(c) hereof, the net cash proceeds to the Partnership, after payment of all brokerage fees, legal expenses and other customary closing costs, resulting from the refinancing of any mortgage on, or the sale or other disposition of, any Partnership assets other than in the ordinary course of business, or from any other extraordinary source, including the sale or other disposition of the Project or any portion thereof or any condominium units, or the refinancing of the Mortgage Loans, the sale or refinancing of which shall not be considered as occurring in the ordinary course of business, after making appropriate provisions for the current debts and liabilities of the Partnership, including the Loans, other than any Residual Receipts Notes (as described in Paragraph 7(g) hereof), and for any contingency reserves deemed necessary by the General Partner and unless otherwise reasonably necessary, in the judgment of the General Partner, for the business of the Partnership, shall be

distributed to the Partners as follows: (i) after the Admission Date and prior to the Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Class B Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, to the Class B Partner in payment of the Residual Receipts Notes, if any; and (iii) after the Investment Recovery Event and the repayment of all Residual Receipts Notes, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Class B Partner and 8.1% to the Class C Partners. Except as otherwise provided in this Agreement, all allocations and distributions of the net cash proceeds from a sale or refinancing made to a class of Partners pursuant to this Paragraph 11 shall be shared by each such Partner in such class in the same proportion as such Partner's capital contribution to the Partnership bears to the aggregate amount of the capital contributions to the Partnership of all Partners in such class. The "net cash proceeds" from a sale or other disposition or refinancing shall be the net cash proceeds to the Partnership after the payment of all brokerage commissions, including brokerage commissions payable to March or the General Partner, fees, transfer taxes and other customary expenses of closing such a transaction.

12. Books and Reports. (a) The General Partner shall keep, or cause to be kept, complete and accurate books of account of the Partnership. The books of the Partnership shall be kept on an accrual basis, and shall at all times be maintained at the principal office of the Partnership. Each Partner and his duly

authorized representative shall have the right to examine the books of the Partnership at reasonable times.

(b) Within 20 days after the end of each calendar quarter, the General Partner shall cause to be prepared and transmitted to each of the other Partners a report of the cash receipts and disbursements for such quarter.

(c) The books of the Partnership shall be examined and reviewed annually as of the end of each fiscal year by Parent, McLaughlin & Nangle of Boston, Massachusetts or such other certified public accountants as may be chosen by the Class B Partner. The General Partner, with the consent of the Class B Partner, may change the Partnership's accountant at any time and from time to time. At the expense of the Partnership, such accountant shall: (i) determine and prepare an audited (or certified if required by any lender) statement of financial condition including an income statement, a report of the receipts and disbursements and cash distributions of the Partnership and the allocation, for Federal income tax purposes, of the net profits and losses of the Partnership (and each item of Partnership income, gain, loss, deduction, or credit entering into the computation thereof, and each related item of tax preference) and of the cash distributions to each of the Partners for such fiscal year, which statement shall contain the accountant's opinion as to the fairness of the presentation; and (ii) prepare the tax returns of the Partnership. The General Partner, promptly upon receipt of each statement, report and tax return, shall transmit a copy thereof to each Partner.

13. Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

14. Representations; Certain Agreements. The General Partner represents and warrants to, and with respect to Paragraphs 14(e) and (h), also covenants and agrees with, each of the Limited Partners that the following shall be true and correct as of the date on which each installment of the capital contributions of the Class A Partners is due:

(a) The Partnership has an undivided one-half fee simple estate as tenant-in-common with Tanglewood II Partnership in the Project, subject to no liens, charges or encumbrances other than liens, charges or encumbrances permitted by this Agreement or otherwise reflected in the policy of owner's title insurance issued to the Partnership as of the Admission Date with respect to the Project, none of which impairs the ability of the Partnership to carry out its purposes or materially impairs the value of the Partnership property, and the Partnership will neither create nor permit to continue any such lien, charge or encumbrance. The Project was acquired after December 31, 1980, and no related person owned the Project or any portion thereof during 1980 within the meaning of Section 168(e)(4) of the Code. There is no outstanding balance owing with respect to the acquisition of the Project, other than the Mortgage Loans.

(b) No Partner will have any personal liability under, or with respect to, the Mortgage Loans or any note or mortgage or other evidence of indebtedness for the purpose of financing the cost of the Project or given as the result of the refinancing of

an existing mortgage on the Project, other than his obligation to make the portion of his capital contribution which will be used to fund the Reserve Capital.

(c) The Partnership is a validly existing limited partnership under the laws of the State of Florida and has full legal power and right to conduct its business as described in, and in accordance with, the provisions of this Agreement. As long as a Limited Partner does not control, or otherwise participate in, the management of the Partnership or the Partnership business, the liability of such Limited Partner under this Agreement and in connection with the transaction contemplated hereby will be no greater than as set forth in Paragraphs 7, 14(b) and 34 hereof.

(d) There are no suits or proceedings in law or in equity, or before or by any governmental agency, pending, or (to the knowledge of the General Partner) threatened, anticipated or contemplated, nor are there unsatisfied outstanding judgments, orders, decrees or stipulations, which materially and adversely affect the Partnership, the General Partner (as a partner in the Partnership) or agents or employees of the Partnership, in their capacity as such, or to which any one or more of the foregoing is, or to their knowledge may become, a party, or which, to the knowledge of the General Partner, may materially and adversely affect the Project. There are no claims against any one or more of the foregoing pending, or (to the knowledge of the General Partner) threatened, anticipated or contemplated which, if valid, would constitute or result in a breach of any representation,

warranty or agreement set forth in this Agreement, nor are there any such suits, proceedings, unsatisfied outstanding judgments, orders, decrees or stipulations or any such claims which might materially adversely affect the financial condition or affairs of the General Partner.

(e) If any consent, approval or certification of any governmental authority, or any other person, is or will be necessary in connection with the transactions contemplated by this Agreement, or with the admission of one or more Limited Partners to the Partnership, the General Partner will exercise due diligence in order to obtain such consent or approval validly.

(f) All information set forth in the Preliminary Statement hereto is true and correct.

(g) The Partnership as tenant-in-common with the Tanglewood II Partnership is entitled to all of the benefits of all contracts and agreements relating to the Melbourne Property and the Largo Property, including the Condominium Documents, which have been assigned to the Partnership and to the Tanglewood II Partnership, as tenants-in-common, by Executive Properties and the Largo Sellers, insofar as such contracts and agreements provide benefits for the owner of the Melbourne Property or the Largo Property or the Partnership, and, based upon the Seller's representations, the General Partner has no knowledge that any material default (or event which, with the giving of notice or the passage of time, or both, would constitute such a default) has occurred and is continuing under any such contract or agreement (or any other contract, agreement or

instrument to which the Partnership is subject and which would materially and adversely affect the operation of the Project) and the same are in full force and effect.

(h) The General Partner has had since the date of the formation of the Partnership and will have on the Admission Date a net worth (exclusive of the value of his interests in the Partnerships and any other limited partnership of which he is or becomes a general partner and accounts and notes receivable from and fees payable by the Partnerships and in any other limited partnership of which he is or becomes a general partner) of not less than \$1,000,000 determined in accordance with generally accepted accounting principles. After the Admission Date, the General Partner shall maintain a net worth determined as set forth in this Paragraph 14(h) equal to \$1,000,000. In connection with his agreement under the two immediately preceding sentences, the General Partner agrees that he will not take or cause to be taken any action which will, in any way, impair or diminish the net worth amount stated above.

The representations, warranties, covenants and agreements set forth in this Paragraph 14 shall be binding upon the General Partner and his successors in interest and assigns, and, in applicable cases, such persons jointly and severally.

15. Title to Property. The property of the Partnership shall be held in the name of the Partnership.

16. Bank Account. Except as otherwise provided by the Mortgage Loans, the funds of the Partnership shall be deposited in the name of the Partnership (or in the name of the Partnership



and the Tanglewood II Partnership, jointly, as tenants in common, in a bank account or accounts as shall be designated by the General Partner and withdrawals therefrom shall be made upon the signature of the General Partner or any duly authorized agent of the Partnership, other than a Limited Partner. Except as otherwise provided by the Mortgage Loans, all deposits and other funds not needed in the operation of the business of the Partnership may be deposited in interest-bearing accounts or invested in short-term United States Government or other governmental (state or local) obligations maturing within one year.

17. Activities of Limited Partners. The Limited Partners shall not participate in, or have any right in the control of, the Partnership business and shall have no authority to act on behalf of or bind the Partnership.

18. Powers, Duties, Compensation, Exculpation and Indemnification of, and Restrictions on, the General Partner.

(a) Except as otherwise expressly provided in this Agreement, the General Partner shall manage the affairs of the Partnership subject to the terms and provisions of this Agreement.

(b) The General Partner, solely, shall be responsible for the selection and supervision of, and shall devote such time as may be necessary to supervise, the activities of the real estate management firm or firms for the Partnership referred to in Paragraph 18(e)(iv), including, without limitation, the inspection of the Project in order to assure their proper

maintenance and repair, the maintenance of books of account for the Partnership, the preparation of all reports of operations which are to be furnished to the Partners pursuant to this Agreement or which are required by any taxing bodies or other governmental agencies or by the terms of any Loan, the maintenance of adequate insurance with respect to the Project and any other insurable property of the Partnership pursuant to policies of insurance in form and coverage customary for property similar to the Project and such other insurable property, the employment of personnel for the Partnership, and the doing of all other things which may be necessary or advisable in connection with the supervision of the affairs, business and property of the Partnership.

(c) The General Partner is authorized, on behalf of the Partnership, to execute each document required in connection with the Mortgage Loans or any other Loans, and any other documents executed pursuant thereto or otherwise reasonable or necessary in connection with the Partnership business. The General Partner is authorized to execute each such document on behalf of the Partnership.

(d) The General Partner, on behalf of the Partnership, shall not, without the prior written consent of the Class B Partner and a majority in interest of the Limited Partners, sell, exchange, refinance any mortgage on, lease as an entirety, or place any new mortgage on, all or substantially all of the Partnership's assets, except that the General Partner on behalf of the Partnership may sell individual condominium units owned by

the Partnership upon the prior written consent of the Class B Partner but without the prior written consent of the other Limited Partners, provided that the number of such units sold in any twelve-month period shall not exceed 50% of the total number of such units held by the Partnership at the commencement of such period.

(e) Subject to any limitation imposed by this Agreement, the General Partner shall: (i) have all necessary powers to carry out the purposes, business and objectives of the Partnership referred to in Paragraph 3; and (ii) possess and enjoy all the rights and powers of general partners in an ordinary partnership under Florida law without limited partners. Without limitation of any other rights and powers granted to him and subject to the limitations imposed by this Agreement, the Mortgage Loans, and any other document executed pursuant to any thereof, the General Partner shall have the right on behalf of the Partnership, upon such terms and conditions as he shall deem proper, and so long as such action either does not violate the Mortgage Loans or is approved by the Mortgage Lender, to:

(i) borrow money on the general credit of the Partnership for use in the Partnership business, provided that the rate of interest on any borrowing by the Partnership from any Partner or any Related Party of the General Partner (as defined in Paragraph 30(b)) shall not be more than 2% higher than the then large-business prime rate for unsecured loans of the Mortgage Lender;

(ii) purchase personal property for use in connection with the real property of the Partnership and finance such purchase, in whole or in part, by giving the seller or any other person a security interest in the property so purchased;

(iii) make reasonable and necessary capital expenditures and improvements with respect to the

real and personal property of the Partnership and take all action reasonably necessary in connection with the maintenance, operation and management thereof; and

(iv) enter into an agreement with any real estate management firm or firms, including one in which the General Partner may have an interest, to lease and manage units in the Project and the other property of the Partnership, subject to the provisions of the Mortgage Loans, and to pay to such management firm (herein called the "Managing Agent") an annual management fee (herein called the "Management Fee") not to exceed two percent (2%) of gross rents from property of the Partnership managed by the Managing Agent; and to enter, at the discretion of the General Partner, into an agreement for the on-site management of Units in any condominium development, and to pay a fee to such on-site manager in an amount not greater than is customary through arms-length negotiations for such services in the surrounding geographical areas.

(f) A person dealing with the Partnership shall not be required to inquire into the authority of the General Partner to take any action or to make any decision hereunder, except in connection with any transactions specified in Paragraph 18(d) hereof.

(g) Transactions between the Partnership and the General Partner or any Related Party of the General Partner (as defined in Paragraph 30(b) hereof) shall be on terms as favorable to the Partnership as would be obtainable pursuant to an "arm's-length" transaction.

(h) Except with respect to any misrepresentation or breach of any warranty, covenant or agreement contained in this Agreement by the General Partner, the General Partner shall not be liable to any Partner for any loss in connection with the affairs of the Partnership unless the General Partner either acts

in bad faith or is guilty of willful misconduct or gross negligence.

(1) Each of the Limited Partners hereby constitutes and appoints the General Partner as his true and lawful attorney-in-fact with power to act in his name and on his behalf, to make, execute and deliver, swear to, acknowledge, file and record:

(i) copies of this Agreement and amendments adopted pursuant to the provisions hereof (including any such amendment required upon the admission of an additional or substituted limited partner (including a substitution pursuant to Paragraph 7 hereof), upon the continuation of this Partnership, upon the formation of a successor limited partnership or upon the doing of any act requiring the amendment of this Agreement under the laws of the State of Florida) and any such amendment relating to a successor limited partnership;

(ii) a certificate or agreement of dissolution upon termination of the Partnership (or its successor) if required by the laws of the State of Florida;

(iii) any certificate of fictitious name, if required by law; and

(iv) such other certificates or instruments as may be required under the laws of the State of Florida, or any other jurisdiction, or by any other regulatory agency, as the General Partner may deem necessary or advisable.

None of the foregoing acts shall increase the liability of the Limited Partners or decrease the liability of the General Partner beyond the liability expressly set forth in this Agreement.

The power of attorney granted in this Paragraph 18(i) is a special power of attorney coupled with an interest and is irrevocable, and shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest, or the death or incapacity of a Limited Partner, except that, in the

case of an assignment, when the assignee of any such interest has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, and file any instrument necessary to effect such substitution.

(j) The General Partner shall be entitled (in addition to its rights under other provisions of this Agreement) to reimbursement from funds of the Partnership for reasonable out-of-pocket expenses incurred in the performance of his duties hereunder, but in no event shall such reimbursement exceed \$500 in any month. However, such expenses shall not include: (i) any amount in respect of the General Partner's office space or the office space of any Related Party of the General Partner; or (ii) any other portion of the general administrative expenses or overhead of the General Partner or any Related Party of the General Partner.

(k) The general partnership interest of the General Partner may not be transferred, sold, alienated, assigned, encumbered, given, or otherwise disposed of, whether voluntarily or by operation of law or at a judicial sale or otherwise, except as provided in Paragraph 20 hereof.

(l) The General Partner shall cause the Partnership to enter into an agreement (the "Investor Services Agreement") with March Investor Services, Inc. (the "Investor Services Agent") to provide investor services to the Partnership. The Investor

Services Agent shall provide the following services: (i) monitor the General Partner's reporting of operational results of the Partnership in the form of quarterly cash receipts and cash disbursements reports and other books of account of the Partnership; (ii) review the tax returns prepared by the independent certified public accountant of the Partnership selected pursuant to Paragraph 12(c) hereof and provide the Partners with tax information as soon as available; and (iii) inform the Partners regarding occupancy, maintenance and the physical appearance of the Project. The Investor Services Agreement shall require the Partnership or the Class A Partners to pay an annual fee (herein called the "Investor Services Fee") in the amount of \$3,000 for such services rendered to the Partnership. The first five installments of the Investor Services Fee (\$15,000) shall be paid out of the \$385,000 in gross fees payable by the Partnership to the Class B Partner from the capital contributions of the Class A Partners. Thereafter, the Investor Services Fee shall be an expense of the Partnership payable quarterly after payment of all other expenses incurred by the Partnership and the management of its affairs, but prior to any distribution of Cash Flow or the cash proceeds from a sale or refinancing to the Partners, including the General Partner. In the event that the Partnership has insufficient Cash Flow or proceeds from a sale or refinancing to pay such fee, each Class A Partner shall be obligated to pay directly to the Investor Services Agent an amount equal to such deficiency multiplied by a fraction, the numerator of which shall be the amount of the

capital contribution to the Partnership of the Class A Partner and the denominator of which shall be the sum of the capital contributions to the Partnership of all Class A Partners. Each Class A Partner shall receive an invoice from the Investor Services Agent stating the amount due, if any, and such amount shall be immediately due and payable upon receipt of such invoice. Such payment will constitute an individual expense for each Class A Partner rather than a Partnership expense. The Investor Services Agreement shall be for the term of the Partnership provided, however, that the Investor Services Agent may terminate the Agreement subsequent to the fifth anniversary of the Admission Date on six months' prior written notice to the Partnership.

(m) To the fullest extent permitted by law, the Partnership (but not the Limited Partners personally) shall indemnify and save harmless the General Partner and his employees or agents from any loss, damage or expense (including judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees) incurred by him by reason of any action or omission taken or suffered by him for or on behalf of the Partnership within his authority, in good faith and in the reasonable belief that such conduct was in, or not opposed to, the best interests of the Partnership, and without reason to believe that such conduct was unlawful, or in reliance upon advice of legal counsel employed by the Partnership or by the General Partner on behalf of the Partnership, and not involving their willful misconduct or gross negligence.



(n) Upon the Retirement of the General Partner, the Class B Partner shall immediately become the successor General Partner of the Partnership.

(o) The Class B Partner, at its sole discretion, may enter into an agreement with the Shawmut Bank of Boston, N.A., or any other bank (the "Bridge Bank"), whereby the Bridge Bank would loan the Partnership on the Admission Date an amount not exceeding the fees and reimbursements due from the Partnership to the Class B Partner and its affiliates from the installments of the Class A Partners' capital contributions payable after the Admission Date plus all advances to the Partnership from the Class B Partner on the Admission Date pursuant to Paragraph 24(a) hereof (the "Bridge Loan"). Proceeds of the Bridge Loan would be used by the Partnership on the Admission Date to pay such fees and reimbursements and for such other purposes as described in Paragraph 24(a) hereof, and would not be available to the Partnership for any other purpose. The Bridge Loan would be payable on the dates on which such fees and distributions would otherwise be due to March and its affiliates from such subsequent installments. The loan would be secured by the Partnership's assignment of the obligation of the Class A Partners to make the portion of such subsequent installments equal to the principal amount of the Bridge Loan and the Class A Partners' promissory notes therefor (the "March Notes"). The Bridge Loan would be on a nonrecourse basis to the Partners, secured only by the March Notes and the guaranty of March and, if required by the Bridge Bank, the Class C Partners. No Class A Partner shall have any

personal liability to make any payment with respect to the Bridge Loan other than the payment of that portion of his Second, Third, Fourth, Fifth and Sixth Contribution evidenced by the March Notes. Interest on the Bridge Loan shall be reimbursed to the Partnership by March.

(p) The General Partner (i) may be removed as General Partner of the Partnership with the written consent of the Class B Partner and a majority in interest of the Limited Partners, but only for the General Partner's gross negligence, wilful misconduct or any material breach or violation of any covenant, representation or warranty contained herein, and (ii) may be removed as General Partner of the Partnership by the Class B Partner if the Managing Agent selected by the General Partner pursuant to Paragraph 18(q) hereof is removed as managing agent pursuant to the Mortgage Loans or the Management Agreement. Upon such removal, the Class B Partner shall immediately become the successor General Partner of the Partnership, and the General Partner so removed shall not have any right to participate in the management of the affairs of the Partnership. The General Partner so removed shall retain the share of the Partnership's capital, profits and losses, Cash Flow and proceeds from a sale or refinancing which he held in his capacity as a General Partner hereunder, reduced, however, by the greater of: (x) such portion thereof as the Class B Partner may determine in its sole discretion to be necessary to induce a successor General Partner capable of carrying out the duties and responsibilities of the removed General Partner to act in such capacity, or (y) the

portion thereof which would be required to be held by the successor General Partner for ruling purposes by the Internal Revenue Service if such General Partner were the only general partner in the Partnership.

(q) The General Partner shall have the responsibility for obtaining a Managing Agent for the Project subject to the provisions of the Mortgage Loans, which Managing Agent may be a Related Party (as defined in Paragraph 30(b) hereof) of a Partner. The General Partner, at its discretion, may also enter into an agreement for the on-site management of Units in any condominium development. The agreement with the Managing Agent and such additional on-site manager, if any, for the management of the Project shall be subject, in all respects, to Paragraph 18(e)(iv) hereof, to any requirements imposed thereon by the Mortgage Loans and to the approval of the Class B Partner.

19. Other Activities of the Partners. Any Partner may engage in or possess an interest in other business ventures of every nature and description, independently or with others, including, but not limited to, real estate business ventures. Neither the Partnership nor the other Partners, in their capacities as Partners in the Partnership, shall have any rights in and to such independent ventures or the income or profits derived therefrom. The Partnership may employ or transact business with any person or entity, notwithstanding that any Partner may be one of, or may have an interest in or in connection with, such persons or entities, and neither the Partnership nor the other Partners, in their capacities as Partners of the Partnership,

shall have any rights in or to any income or profits derived therefrom. Without limiting the generality of the foregoing, the Limited Partners hereby acknowledge that the Class B Partner or the General Partner may act as a real estate broker in connection with the sale of the Project or individual condominium units in the Project and will be paid a brokerage commission for any such service, subject to the provisions of Paragraph 18(g) hereof, but in no event shall any such brokerage commission paid to the General Partner exceed three percent of the proceeds from any such sale.

20. Transfer of a General Partnership Interest.

(a) Except as provided below, the General Partner shall not retire or withdraw from the Partnership without first obtaining the written consent of the Class B Partner and a majority in interest of the Limited Partners, and the General Partner shall not transfer, sell, alienate, assign, encumber or otherwise dispose of all or any part of his interest in the Partnership, in any manner, or admit additional or successor General Partners, without first obtaining the written consent of the Class B Partner and a majority in interest of the Limited Partners.

(b) If the General Partner is also a Limited Partner, he may sell or assign his limited partnership interest or portion thereof only as permitted by Paragraph 21 hereof.

(c) The General Partner agrees that if at any time he shall fail to have a net worth as agreed by him under Paragraph 14(h) hereof, he will use his best efforts to cause other

individuals or entities to become either (i) additional General Partners, or (ii) a successor General Partner or Partners for him, subject to the consent, in any case, of the Class B Partner and a majority in interest of the Limited Partners.

21. Transfer of Limited Partner's Interest. (a) In the event of the death of a Limited Partner, the legal representative of the deceased Limited Partner shall have all of the rights of the deceased Limited Partner in the Partnership for the purpose of settling the estate of the deceased Limited Partner, subject to the terms and conditions of this Agreement. The estate of the deceased Limited Partner shall be liable for all of his liabilities and obligations to the Partnership as a Limited Partner.

(b) Subject to the provisions of Paragraph 26 hereof, a Limited Partner shall have the right to dispose of, sell, alienate, assign, encumber or otherwise transfer all or any part of his interest in the Partnership to such persons, firms, or corporations as he may choose. However, no Limited Partner may dispose of, sell, alienate, assign, encumber or otherwise transfer all or any part of his interest in the Partnership unless (i) such Limited Partner disposes of, sells, alienates, assigns, encumbers or otherwise transfers, as the case may be, to the same transferee an equivalent interest in Tanglewood II Partnership; and (ii) such transfer, sale, alienation, assignment, encumbrance or other disposition, alone or in conjunction with prior transfers, sales, alienations, assignments, encumbrances or other dispositions by such Partner

and the other Limited Partners, would not result in the termination of the Partnership pursuant to Section 708(b) of the Code, or the corresponding provisions of any subsequent Federal tax law, and would not alter the classification of the Partnership as a partnership for purposes of Federal income taxation.

(c) The transferee of the Partnership interest of a Limited Partner shall become a substituted Limited Partner only upon the terms and conditions set forth in Paragraphs 21(d) and (e) hereof. An assignment shall not be binding for a period of 14 days after written notice thereof is received by the General Partner and until compliance with the provisions of Paragraphs 21(b) and 26 hereof is demonstrated to his satisfaction.

(d) The General Partner shall have the power to admit, in his sole discretion, as substituted Limited Partners, persons, firms or corporations who acquire the Partnership interest, or any part thereof, of a Limited Partner under Paragraph 21(b) hereof and to admit such parties as additional Limited Partners. Except as otherwise provided in Paragraphs 21(b) and 26 hereof, the failure or refusal of the General Partner to admit an assignee as a substituted Limited Partner of the class of his predecessor shall not affect the right of such assignee to receive the share of cash distributions of the Partnership to which his predecessor in interest would have been entitled. The General Partner shall also have the right to admit additional Class A Partners, provided that no such admission shall reduce the interest of any Limited Partner in Partnership profits and

losses below his pro rata share of profits and losses as described in Paragraph 9 hereof.

(e) In addition to the foregoing requirements, the admission of an assignee as a substituted Limited Partner shall be conditioned upon the assignee's written acceptance of the terms and provisions of this Agreement and his written assumption of the obligations hereunder of his assignor.

(f) All costs incurred by the Partnership in connection with the admission to the Partnership of a substituted Limited Partner pursuant to this Paragraph 21 shall be borne by the transferor Limited Partner, including, without limitation, filing fees and reasonable attorney's fees.

22. Obligations and Rights of Transferees. (a)

Whether or not a person who acquired any interest in the Partnership has accepted in writing the terms and provisions of this Agreement and assumed in writing the obligations hereunder of his predecessor in interest, such person shall be deemed, by the acquisition of such interest, to have agreed to be subject to and bound by all the obligations of this Agreement with the same effect as any predecessor in interest of such person.

(b) A person acquiring an interest in the Partnership shall have only such rights, and shall be subject to all the obligations, as provided in this Agreement. Without limiting the foregoing, such person shall not have the right to have the value of his interest ascertained or receive the value of such interest, or, in lieu thereof, profits attributable to any right in the Partnership, except as set forth in this Agreement.

23. Termination. (a) The Partnership shall not dissolve upon the death, incapacity (as defined in Paragraph 30 (d)(i) hereof), bankruptcy (as defined in Paragraph 30(d)(ii) hereof), or withdrawal of any Limited Partner.

(b) In the case of the Retirement of a General Partner (the "Terminating Partner"), the Partnership shall dissolve unless: (i) the Class B Partner; or (ii) in the event there is no remaining Class B Partner, 100% in interest of the Class A Partners, elect to continue the Partnership as a partnership (or, if necessary, as a successor limited partnership), upon substantially the same terms and conditions as are set forth in this Agreement. The Terminating Partner or its legal representative shall give each other Partner prompt written notice of its Retirement. If the Terminating Partner is the sole General Partner, the Class B Partner shall become the successor General Partner. If the Terminating Partner is the sole General Partner and there is no Class B Partner, a majority in interest of the Limited Partners may appoint one or more successor General Partners in order to continue the Partnership. The election to continue the Partnership as a limited partnership (or, if necessary, as a successor limited partnership) shall be exercisable only within 60 days after receipt by the Partners of such notice by the Terminating Partner or its legal representative and shall be effective as of the date of Retirement. From and after the date of the formation of the reconstituted or successor limited partnership, if any, all interest of the Terminating Partner hereunder shall belong to the



remaining General Partners or to the Class B Partner or the successor General Partner in proportion to their respective interests in the Partnership. The Terminating Partner shall be entitled to receive only the amount of its capital account immediately prior to the date of formation of the reconstituted or successor limited partnership and shall not have any right to receive any further property of or distributions from the reconstituted or successor limited partnership.

(c) Upon the dissolution of the Partnership or reconstituted or successor partnership, as applicable, a General Partner (or, if there shall not be any remaining General Partner, a special liquidator (herein called the "Liquidator") appointed by a majority in interest of the Limited Partners) shall proceed to the liquidation of the Partnership; and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

- (i) to the payment of any debts and liabilities of the Partnership (including principal and interest payable by the Partnership on the Mortgage Loans), other than the Residual Receipts Notes (as described in Paragraph 7(g) hereof), if any;
- (ii) to the setting up of any reserve which such General Partner (or the Liquidator, when applicable) shall reasonably deem necessary to provide for any contingent or unforeseen liabilities or obligations of the Partnership other than Residual Receipts Notes;
- (iii) if the Investment Recovery Event shall not have occurred, to the Partners in accordance with the percentages set forth in Paragraph 11(i) hereof until the Investment Recovery Event shall have occurred;

(iv) if the Investment Recovery Event shall have occurred, to the payment of any Residual Receipts Notes;

(v) thereafter, to the Partners in accordance with the percentages set forth in Paragraph 11(iii) hereof.

At the expiration of such period of time as the General Partner (or, when applicable, the Liquidator) shall deem advisable, the remaining balance of any reserve established in accordance with Paragraph 23(c)(ii) hereof shall be distributed in the manner and priorities set forth in clauses (iii), (iv) and (v) of this Paragraph 23(c). Except as otherwise provided in this Agreement, all allocations and distributions made to a class of Partners pursuant to this Paragraph 23 shall be shared by each such Partner in such class in the same proportion as such Partner's capital contribution to the Partnership bears to the aggregate amount of capital contributions to the Partnership of all Partners in such class. Notwithstanding any other provision of this Paragraph 23, after termination and winding up of the Partnership as otherwise provided in this Paragraph 23, the deficit, if any, in a Partner's capital account balance (after allocating thereto all profit and loss to such Partner under Paragraph 9) in excess of such Partner's share (measured by his share of profit) of Minimum Gain, if any, remaining after such liquidation, shall be paid by such Partner to the Partnership on demand by the General Partner, except to the extent that such excess results from a loss incurred other than in the ordinary course of the Partnership's business (such as a loss incurred in a sale or other disposition of the Project or an uninsured tort

claim). All such payments to the Partnership shall be credited to such Partner's capital account and shall be considered an asset of the Partnership. Any distribution of such amounts to the Partners shall be made first to all Partners with positive capital accounts to the extent of such positive balances, and then to all Partners in the order of priority otherwise set forth in this Paragraph 23(c).

(d) Any reserves established pursuant to Paragraph 23(c)(ii) hereof shall be held in escrow by any corporation organized and doing business under the laws of the United States or of any State, authorized under such law to exercise corporate trust powers, having combined capital, exclusive of borrowed capital, and surplus in excess of Twenty-Five Million Dollars (\$25,000,000), and which is subject to supervision or examination by Federal or State authority.

(e) In the event the General Partner (or, when applicable, the Liquidator) determines that it is necessary to make a liquidating distribution of the property of the Partnership in kind, such property shall be transferred and conveyed to the General Partner and Limited Partners or their assignees, so as to vest in each of them an undivided interest in the whole of such property as determined pursuant to Paragraph 23(c) hereof, in which event Residual Receipts Notes shall be automatically cancelled without the necessity of further act or deed. For the purpose of determining such undivided interest pursuant to Paragraph 23(c) hereof, such property shall be valued at its fair market value at the time of such transfer and conveyance, and the

amount by which the fair market value of such property is greater or less than the adjusted basis thereof shall be allocated to each Partner's capital account in accordance with such Partner's interest in profit or loss, respectively, under Paragraph 9(b) hereof.

(f) If a General Partner shall be deemed to be a Terminating Partner under Paragraph 23(b) hereof, then its successor in interest or legal representative shall continue to be obligated to satisfy its obligations under Paragraph 8 hereof.

24. Certain Partnership Expenses. (a) The Class B Partner shall advance to the Partnership on the Admission Date the amount of \$64,000, the proceeds of which shall be deposited by the Partnership in an escrow account with the Mortgage Lender as Reserve Capital and shall not be used by the Partnership for any other purpose. Such advance shall be a non-interest bearing and unsecured loan, payable as described in Paragraph 24(b) hereof.

(b) The Partnership shall pay a fee in the amount of \$385,000 to the Class B Partner or its designees for services rendered and fees and expenses incurred in connection with the Project and the development thereof, including but not limited to, tax and accounting advice obtained by it relative to the Partnership and the Project, certain other legal fees and financing, consulting and accounting fees all of which were rendered or incurred prior to the date of execution hereof, and advances made to the Partnership by the Class B Partner for transfer and other closing costs. Such fee shall be paid only from the proceeds of the capital contributions of the Class A

Partners. The Partnership shall also repay all advances made by the Class B Partner pursuant to Paragraph 24(a) hereof from the proceeds of the capital contributions of the Class A Partners.

The Class B Partner has agreed to pay March Securities Corporation, the placement broker, a fee of \$161,000 for its expenses and services with respect to the Partnership. March Securities Corporation may pay fees or commissions to other qualified broker dealers in connection with the sale or placement of the Class A Interests. The Class B Partner has also agreed to pay the Investor Services Fee to the Investor Services Agent for the first five years of the Partnership (\$15,000).

The total amount of all fees and reimbursements (\$385,000) plus advances pursuant to Paragraph 24(a) (\$64,000) payable by the Partnership to the Class B Partner out of the capital

contributions of the Class A Partners shall be paid in five installments, as follows. The first such installment shall be paid promptly after the receipt by the Partnership of the Second Contribution of the Class A Partners, and shall be in the amount of \$81,000. The second such installment shall be paid promptly after the receipt by the Partnership of the Third Contribution of the Class A Partners, and shall be in the amount of \$42,000. The third such installment shall be paid promptly after the receipt by the Partnership of the Fourth Contribution of the Class A Partners, and shall be in the amount of \$6,000. The fourth such installment shall be paid promptly after the receipt by the Partnership of the Fifth Contribution of the Class A Partners, and shall be in the amount of \$179,000. The fifth such

installment shall be paid promptly after the receipt by the Partnership of the Sixth Contribution of the Class A Partners, and shall be in the amount of \$141,000.

25. Federal Income Tax Elections. The Partnership shall make elections for Federal income tax purposes, to the extent permitted by applicable provisions of the Code and implementing regulations, or the corresponding provisions of any subsequent Federal tax law, as follows:

(a) The Partnership shall initially elect to recover the cost of its undivided one-half interest in the Project under such cost recovery method or methods as shall provide the maximum allowable deductions at the earliest date to the Class A Partners.

(b) The Partnership shall make all other elections required to be made, and may make any other election permitted to be made, by the Partnership, and shall prepare the Partnership's Federal income tax return in each year, in such manner as will, in the opinion of the accountant referred to in Paragraph 12(c) hereof, be most advantageous to a majority in interest of the Class A Partners. The General Partner shall be the "tax matters partner" of the Partnership within the meaning of Section 6231 of the Code.

(c) In the event of a transfer of all or part of the interest of a Partner and upon the approval of the Class B Partner, the Partnership may (but shall not be required to) elect, pursuant to Section 754 of the Code, to adjust the basis of the Partnership property.

26. Certain Representations. Each Limited Partner (including a substituted or additional Limited Partner referred to in Paragraph 21(d) hereof) represents and warrants that he is acquiring his interest in the Partnership for his own account for investment and not with a view to the distribution thereof and that such interest will not be transferred unless such transfer is exempt from registration under the Securities Act of 1933, as then in effect, and under applicable state securities laws, if any, and the opinion of counsel satisfactory to the General Partner to that effect shall have been obtained. Each Partner who is an individual represents and warrants that he is over the age of twenty-one (21) years.

27. Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereto and supersedes all prior and contemporaneous arrangements to that effect and undertakings of the parties in connection therewith.

28. Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given when the same are either deposited in the United States mail and sent with postage prepaid, registered or certified mail, return receipt requested, or delivered, in each case, to the parties at the addresses set forth on Exhibit A or such other addresses as the Partners, from time to time, may designate by notice to the Partnership and the other Partners.

29. Further Assurances. The Partners will execute and deliver such further instruments and do such further acts and

things as may be required to carry out the intent and purposes of this Agreement.

30. Definitions. (a) Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

(b) The term "Related Party" of a Partner shall mean any one or more of the following:

- (i) a member of such Partner's immediate family;
- (ii) any corporation of which more than 50% of the voting stock, entitling the holders thereof to elect a majority of the board of directors, managers or trustees thereof, at the time is owned or controlled, directly or indirectly, by such Partner; or
- (iii) a person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Partner.

(c) Any reference to a percentage "in interest of the Limited Partners" shall mean a number of Limited Partners whose capital contributions to the Partnership, when divided by the capital contributions of all Limited Partners, is a fraction equal to such percentage.

(d) The term "Retirement of a General Partner" shall mean: (1) in the case of any individual who is a General Partner, the death, incapacity or bankruptcy of any such person or his withdrawal from the Partnership; and (2) in the case of any corporation or other entity which is a General Partner, the bankruptcy or dissolution or withdrawal of such corporation or



other entity from the Partnership. For the purpose of this paragraph 30(d):

(i) incapacity shall mean an adjudication of insanity or incompetency;

(ii) bankruptcy shall be deemed to occur when a General Partner files a petition in bankruptcy, voluntarily takes any advantage of any bankruptcy or insolvency laws, is adjudicated a bankrupt, or, if a petition or an answer is filed proposing the adjudication of such General Partner as a bankrupt, when such General Partner shall consent to the filing thereof, or 60 days after the filing thereof unless the same shall have been discharged or denied prior thereto; and

(iii) the withdrawal of a General Partner from the Partnership shall be deemed to occur on the date of a notice given by him to each of the other Partners, provided that such withdrawal is permitted by the provisions of this Agreement, which date of withdrawal shall be at least 30 days after the giving of such notice.

(e) The term "mortgage" shall include within its meaning a deed of trust.

31. Agreement in Counterparts, Execution. This Agreement may be executed in counterparts and all such counterparts, as so executed, shall constitute one agreement binding upon all the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. It shall not be necessary that any counterpart be signed by all of the parties hereto so long as each counterpart be signed by the General Partner, and one or more Limited Partners shall sign at least one counterpart.

32. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way

define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

33. Construction. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Partnership.

34. Limited Liability. The liability of each Limited Partner shall be limited to the amount of his capital contribution made pursuant to Paragraph 7 hereof and which shall be due and payable only as required by and in accordance with the terms of this Agreement, any amount due and payable to the Investor Services Agent pursuant to Paragraph 18(1) hereof, and any amount payable to the Partnership pursuant to Paragraph 23(c) hereof. None of the Limited Partners shall have any further personal liability to contribute to or lend money to the Partnership with respect to the liabilities and obligations of the Partnership, nor shall the Limited Partners have any further personal liability for any obligations of the Partnership, provided that when each Limited Partner has received the return of his capital contribution, such Limited Partner shall be liable to the Partnership to the extent, if any, required by Florida law.

35. Governing Law. This Agreement shall be construed in accordance with the laws and decisions of the State of Florida.

36. Separability. In case any one or more of the provisions of this Agreement (or part thereof) shall be or become invalid, illegal or unenforceable in any respect, such inval-

idity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) never had been contained herein.

37. Amendment. (a) This Agreement may be modified or amended only with the written consent of the General Partner, the Class B Partner and at least a majority in interest of the Limited Partners.

(b) Notwithstanding the foregoing Paragraph 37(a) to the contrary, no modification or amendment of this Agreement, without the prior written consent of all the Partners, shall:

(i) enlarge, detract from or otherwise modify the purposes of the Partnership, or the character of its business, as set forth in Paragraph 3 hereof;

(ii) impose or create any new or additional liability on any Limited Partner or enlarge the obligations of any Partner to make contributions to the capital of the Partnership as provided in this Agreement;

(iii) enlarge, detract from or otherwise modify any obligations of the General Partner as provided in this Agreement, except as provided in Paragraph 18(p) hereof;

(iv) alter the order of distribution and the allocation of distributions, profits or losses set forth in Paragraphs 9, 10, 11 and 23 hereof; or

(v) modify or amend this Paragraph 37 or any other provisions of this Agreement which require the unanimous consent, action or approval of the Limited Partners.

(c) Notwithstanding the foregoing Paragraphs 37(a) and 37(b) to the contrary, the General Partner may amend this Agreement, subject to the consent of the Class B Partner but without the consent of the Limited Partners, to the extent that counsel for the Partnership believes that such amendment brings

this Agreement into compliance with the Code and the regulations thereunder.

38. Defaults. Within 10 business days of acquiring knowledge of a default by: (i) any Partner under this Agreement; (ii) the Partnership under the Mortgage Loans; or (iii) the Partnership under any other agreement, contract or other document entered into by the Partnership in connection with or pursuant to the Mortgage Loans, or in connection with the Partnership business, the General Partner shall notify all other Partners in writing of such default.

39. Successors and Assigns. Except as otherwise specified herein, this Agreement shall inure to the benefit of and be binding upon each Partner and his respective heirs, personal representatives, successors and assigns, and in applicable cases, such persons jointly and severally.

IN WITNESS WHEREOF, the General Partner and each of the undersigned Limited Partners have hereunto set their hands and seals as of the date first above written.

CLASS B LIMITED PARTNER

THE MARCH COMPANY, INC.

By *Peter Karoff*  
Peter Karoff, President

(Corporate Seal)

Attest:

By *Bethany D. Whelan*  
Clerk

COMMONWEALTH OF MASSACHUSETTS )

) ss.:

COUNTY OF SUFFOLK )

On this the 12<sup>th</sup> day of October, 1983, before me,  
Donna M. Pizzo, the undersigned officer, personally appeared H.  
Peter Karoff, who acknowledged himself to be the President of  
The March Company, Inc., a corporation, and that he, as such  
President, being authorized so to do, executed the foregoing  
instrument for the purposes therein contained, by signing the  
name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto subscribed my hand and  
affixed my official seal.

*Donna M. Pizzo*  
Notary Public

My commission expires:

(Notarial Seal)

August 16, 1985

CLASS C LIMITED PARTNER

*[Signature]*  
Signature

Social Security Number \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF SUFFOLK )

)  
) S.S.  
)

On this the *12<sup>th</sup>* day of October, 1983, before  
me, *Donna M. Pizzo*, the undersigned officer, personally  
appeared H. Peter Karoff, known to me (or satisfactorily  
proven) to be the person whose name is subscribed to the within  
instrument and acknowledged that he executed the same for the  
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

*Donna M. Pizzo*  
Notary Public

My commission expires:

(Notarial Seal)

*8/16/85*

CLASS C LIMITED PARTNER

  
Signature

Social Security Number 000-00-0000

COMMONWEALTH OF MASSACHUSETTS     )  
  ) ss.:  
COUNTY OF SUFFOLK                     )

On this the 7<sup>th</sup> day of October, 1983, before  
me, Donna M. C., the undersigned officer, personally  
appeared Jerome Heller, known to me (or satisfactorily proven)  
to be the person whose name is subscribed to the within  
instrument and acknowledged that he executed the same for the  
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

  
Notary Public

My commission expires:

(Notarial Seal)

8/14/85

**CLASS C LIMITED PARTNER**

Peter W. O'Connor  
Signature

Social Security Number 038-30-1851

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.:  
COUNTY OF SUFFOLK )

On this, the 1<sup>st</sup> day of October, 1983, before me, *Peter D. O'Connor*, the undersigned officer, personally appeared Peter D. O'Connor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the \_\_\_\_\_ in \_\_\_\_\_ instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

Notary Public

**My commission expires:**

(Notarial Seal)

8/16/52



CLASS C LIMITED PARTNER

\_\_\_\_\_  
Signature

Social Security Number \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS     )  
  ) ss.:  
COUNTY OF SUFFOLK                    )

On this the 14<sup>th</sup> day of October, 1983, before  
me, Richard H. Loring, the undersigned officer, personally  
appeared Jay H. Montgomery, known to me (or satisfactorily  
proven) to be the person whose name is subscribed to the within  
instrument and acknowledged that he executed the same for the  
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

  
Notary Public

My commission expires:

(Notarial Seal)



*James L. Pope*  
James L. Pope as General Partner  
and as Attorney-in-Fact on behalf  
of the Class A Limited Partners  
listed below:

Edmund Zavaglia  
William B. Mitchell  
Colin R. McArdle, M.D.  
Michael N. Wood  
Carl A. Anderson, M.D.  
Mian M. Ashraf, M.D.  
Dolores Sternberg  
Edward E. Jacobs, Jr.  
William J. Metz  
Richard M. Herman, M.D.  
James F. Gilligan, M.D.

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
Wayne H. Kilbey  
Richard C. & Linda R. Ashworth,  
Joint Tenants with Rights of  
Survivorship  
Frank MacDonald  
Edward Smith, M.D.  
James C. Dangle, M.D.  
Kavin W. & Virginia C. Moody,  
Joint Tenants with Rights of Survivorship

STATE OF FLORIDA

COUNTY OF *Pinellas*

Imburgia, Imburgia, By Anthony J.  
Imburgia and Anthony E. Imburgia  
Stephan Thornstrom  
Robert Hou  
Charles J. Reilly, Jr., M.D.S.  
Henry Lerner, M.D.  
Anthony J. Parkinson  
I. Joseph Costa, Jr.  
David M. Pouliotte  
Dennis A. Nolin  
William E. & Barbara Poplock, Joint  
Tenants with Rights of Survivorship  
Eric G. Sandquist  
Michael J. Twomey, M.D.  
Gerald J. Kelley  
Rudolph F. Lia  
H. Peter Karoff  
Peter D. O'Connor  
Jerome Heller  
Jay H. Montgomery  
Joyce M. Denney

On this the *29th* day of *October*, 1983, before  
me, *DIANE M. NOVATH*, the undersigned officer, personally  
appeared James L. Pope, known to me (or satisfactorily proven) to  
be the person whose name is subscribed to the within instrument  
and acknowledged that he executed the same for the purposes  
therein contained as General Partner and on behalf of the  
aforementioned Class A Limited Partners pursuant to their powers  
of attorney granted to him as General Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official  
seal.

*Diane M. Novath*  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 23 1987

(Notarial Seal)

~~EXCEEDING GENERAL INSURANCE AND~~

THREE PAID UP IN LIMITED PARTNERSHIP

EXHIBIT A

General Partners

Name  
James L. Pope

Class  
General Partner

Address  
P. O. Box 935  
Melbourne, Florida 32935

Capital Contribution  
\$50

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Edward Zevaglia 4 Tuxford Terr. Basking Ridge, NJ 07920	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
William B. Mitchell 107 High Ridge Road Borford, MA 01921	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Colin R. Mcardle, M.D. 31 Newbridge Street Brookline, MA 02146	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Michael M. Wood 15 Linden Street 30 Haddon, MA 01982	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Carl A. Anderson, M.D. 74 Greenhill Road Westwood, MA 02090	A	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175

TRAILWOOD GREEN I LIMITED PARTNERSHIP

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Alan M. Ashraf, M.D. A 358 Glen Road Weston, MA 02193		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Dolores B. Sternberg A 7648 No. Lowell Avenue Brookline, IL 60076		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Edward E. Jacobs, Jr. A 60 Wellesley Road Belmont, MA 02178		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
William J. Metz A 436 Lafayette Street Salem, MA 01970		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Richard M. Herman, M.D. A 15 Presnell Road Portland, ME 04102		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
James F. Gilligan, M.D. A 21 Berkeley Street Cambridge, MA 02138		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Angela H. Kilbey A 14 Huntington Woods Parkway Beverly Village, OH 44140		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

THREASBOLD GARDEN 1 LIMITED PARTNERSHIPLimited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Richard C. & Linda R. A Aubrecht, Joint Tenants with Rights of Survivorship 21 Beaver Drive Shrewsbury, MA 01545		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Francis J. MacDonald A 67 Butternut Lane Methuen, MA 01844		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Edward H. Smith, M.D. A & Anna C. Smith, Joint Tenants with rights of Survivorship 33 Gate House Road Chestnut Hill, MA 02167		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
James Coley Dargile, M.D. A 23 Orleans Road Burlington, MA		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Kevin W. & Virginia C. A Moody, Joint Tenants with Rights of Survivorship 137 Stone Rock Lane Concord, MA 01742		\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Isaburgla, Isaburgla A By Anthony J. Isaburgla and Anthony E. Isaburgla P. O. Box 36 Metacata, IL 60970		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

TAKELAND CORP. LIMITED PARTNERSHIP

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Stephen Thernstrom 1445 Massachusetts Avenue Lexington, MA 02173	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Robert Vincent Han 3225 Highway 101, North Plymouth, MA 05447	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles J. Reilly, Jr., D.D.B. 3 Sandstone Trail New City, NY 10956	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Henry Lerner, M.D. 180 Allerton Rd. Newton, MA 02161	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Anthony J. Parkinson 7 Benjamin Place New York, NY 10022	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
I. Joseph Costa, Jr. P.O. Box 123 Beverlyton, CT 06853	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
David M. Pouliotte Box 147 Epoufay, NH 03234	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

# THORNTON GORDON LIMITED PARTNERSHIP

## Listed Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Dennis A. Molin RFD #2, Box 372 Chichester, NH 03263	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
William E. Poplack & Barbara Poplack, Joint Tenants with rights of Survivorship 114 Kirtcail Road Newton, MA 02160	A	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Eric G. Bandquist 83 Alfred Rd. Milton, MA 02186	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Michael J. Twomey, M.D. 33 Kathleen Dr. Andover, MA 01810	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Gerald J. Kelley Rutter Farm Rd. Peterborough, NH 03458	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Rudolph F. Lila RD #2, Box 2412 Shelburne, VT 05482	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Joyce M. Denney Woodside Lane Freeport, ME 04032	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

THIRD PARTIED UNION 1 LIMITED PARTNERSHIP

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Peter Karoff 100 Prince Street Malden, MA 02165	A	\$182,531.25	\$4,425.	\$46,831.25	\$42,037.50	\$37,612.50	\$34,293.75	\$17,331.25
Peter D. O'Connor 100 Prince Street Malden Hill, MA 02167	A	\$182,531.25	\$4,425.	\$46,831.25	\$42,037.50	\$37,612.50	\$34,293.75	\$17,331.25
Thomas Haller 100 Prince Street Malden Hill, MA 01778	A	\$182,531.25	\$4,425.	\$46,831.25	\$42,037.50	\$37,612.50	\$34,293.75	\$17,331.25
Walter H. Montgomery 100 Prospect Street Maldenbury, MA 01545	A	\$182,531.25	\$4,425.	\$46,831.25	\$42,037.50	\$37,612.50	\$34,293.75	\$17,331.25



TWELFTH GOOD QUESTIONS LIMITED PARTNERSHIP

Listed Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
The March Company, Inc. 75 Federal Street Boston, MA 02110	B	\$50						
H. Peter Karoff 100 Prince Street W. Newton, MA 02165	C							
Peter D. O'Connor 51 Essex Street Chester Hill, MA 02167	C							
Jerome Haller 24 Hickory Hill Road Wayland, MA 01778	C	\$50						
Jay B. Montgomery 10 Prospect Street Brewsbury, MA 01545	C							

TOTAL AGGREGATE  
CAPITAL CONTRIBUTIONS  
\$1,373,725.00

# LP 15592

## CORPORATION INFORMATION SERVICES, INC.

502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171  
MAILING ADDRESS: Post Office Box 10329 Tallahassee, FL 32302  
TOLL FREE IN FLORIDA 1-800-342-8888

**Need today**

ORDER NUMBER	ORDER DATE	CUSTOMER NO.	TR CODE	REFERENCE
21359	1/30/84 courier	#3791	#12	Tanglewood Green II etc. - B. Weinberger
DESCRIPTION				
AMENDMENT/LTD./CERTIFIED COPY				
*Documents received by Airborne courier				
1. Tanglewood II, Limited Partnership				
2. Tanglewood T, Limited Partnership				
3. Townview Associates, Ltd.				
Amendment to be filed on each.				
CIS to prepay state fees of:				
#1		C. TR		
#2		R AGENT FEE		
#3		C COPY		
		TOTAL		
		N. BANK		
		BALANCE DUE		
Call back as per request from Ms. Bethany Weinberger.				
COMPLETED BY _____ CALLBACK TO _____ TIME _____				

Name	
Address	
Phone	
Ext.	
City	
State	
Zip	
Notes	

JAN 30 3 07 PM '84

FILED

NAME:  The March Company 75 Federal Street Boston, Massachusetts 02110  TELEPHONE NO.: 617-542-2555	ORDER <u>Sherry - courier - 9:00am</u> SHIPPED <u>Reg. mail</u>  CIS SERVICE FEE \$ _____ DISBURSEMENTS (STATE ETC.) \$ _____ SPECIAL FEES \$ _____ SUBTOTAL \$ _____ TOTAL PAID \$ _____ TOTAL DUE \$ _____
---	--

Melbourne LP No 15592 10-27-83  
Brevard County 50 Years

NAME Tanglewood Green I Limited Partnership  
P.O. ADDRESS P.O. Box 935, Melbourne, FL 32935

CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT	PAID
		\$50.00		
Amend. filed 12-30-83	inc easing to \$1,373,725.00			
Amend. to LP filed 1-30-84,	inc. cont. to \$1,885,100.00.			

Corp 50 (1982)

**TANGLEWOOD GREEN I LIMITED PARTNERSHIP**

**(A Florida Limited Partnership)**

**SECOND AMENDMENT TO**

**CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP**

**FILED**  
**JAN 30 3 07 PM '84**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

**SECOND AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (herein called this "Amendment"), dated as of January 30, 1984, by and between Charles L. Pfeil, Waldo Newcomer, Thomas Flood, M.D., Adam D. Crescenzi, Carl D'Orsi, M.D., Frank A. Luckay, M.D., Robert D. Keefe (herein called the "Substitute Partners" or "Class D Partners"), and each of the persons designated as General Partner and Limited Partners (such General Partner and Limited Partners herein collectively called the "Partners") in Exhibit A to the First Amendment to Certificate and Agreement of Limited Partnership dated as of December 28, 1983, (such Certificate and Agreement herein called the "Agreement") of Tanglewood Green I Limited Partnership, a Florida limited partnership (herein called the "Partnership"). The Agreement was filed with the Secretary of State of Florida and is to be amended hereby.**

**PRELIMINARY STATEMENT**

**H. Peter Karoff, Peter D. O'Connor, Jerome Heller and Jay H. Montgomery (herein called the "Withdrawing Partners"), in their individual capacities as Class A Limited Partners of the Partnership, as constituted under the Agreement, have transferred a portion of their Class A limited partnership**

interests as such Limited Partners in the Partnership to the Substitute Partners, and the Withdrawing Partners are retiring as Class A Limited Partners of the Partnership only for the portion of their interest which is being transferred hereby. The General Partner in the Partnership has consented, pursuant to paragraph 21 of the Agreement, to the admission of the Substitute Partners to the Partnership as Class D Limited Partners.

The parties hereto do hereby agree, swear and certify as follows:

1. Exhibit A attached to the Agreement is hereby deleted in its entirety and there is substituted in its place, as of the date hereof, the names, residences and capital contributions of the Partners and the Substitute Partners as set forth in Exhibit A hereto, such Exhibit to constitute Exhibit A to the Agreement (as referred to therein) as of the date hereof.

2. By executing this Amendment, the Withdrawing Partners hereby withdraw as Class A Limited Partners, to the extent so indicated by Exhibit A, of the Partnership as of January 30, 1984 and agree that they have no right, claim or cause of action against the Partnership or the Partners thereof, as such Class A Limited Partners, for Cash Flow (as defined in the Agreement) or any other item of Partnership income, gain, loss, deduction or credit for Federal income tax

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purposes with respect to such interest. The General Partner of the Partnership, for himself and for the Partnership, hereby releases the Withdrawing Partners from any and all rights, claims, or causes of action of the Partnership or the General Partner thereof in connection with said Class A Limited Partnership interests of the Withdrawing Partners in the Partnership.

3. By executing this Amendment, the Substitute Partners, pursuant to paragraph 21 of the Agreement, hereby accept all of the terms and provisions of the Agreement and assumes the obligations of their predecessors in interest thereunder as of January 30, 1984, and pursuant to paragraph 26 of the Agreement represent and warrant that they are acquiring the Class D Interests of the Withdrawing Partners in the Partnership for their own individual accounts for investment and not with a view to the distribution thereof and that such interests will not be transferred in the absence of an opinion of counsel satisfactory to the General Partner that registration is not required under the Securities Act of 1933, as then in effect, or under applicable state securities laws, if any. Each Substitute Partner represents and warrants that he is over the age of twenty-one (21) years.

4. The Agreement is hereby amended by the addition of the phrase "and Class D Limited Partners" wherever the phrase "Class A Limited Partners" appears in the Agreement with

the exception of Sections 7(b) and 9(a) which shall be amended as provided below.

5. Section 7(b) of the Agreement is hereby amended by the addition of the following paragraph at the end of the existing Section 7(b) paragraph thereof: "Each Class D Partner shall contribute capital, in cash, to the Partnership in an aggregate amount set forth opposite his name in Exhibit A hereto. The capital contribution of each such Class D Partner will be made in five installments in the amounts set forth in such Exhibit, each such installment becoming due on the date determined as set forth below in this Section 7(b). The first such installment shall be due on the date this Amendment is filed in accordance with the laws of the State of Florida. The second such installment shall be due on January 15, 1985. The third such installment shall be due on January 15, 1986. The fourth such installment shall be due on January 15, 1987. The fifth such installment shall be due on January 15, 1988. The Class D Limited Partner's obligation to make his second, third, fourth and fifth installments shall be evidenced by non-interest bearing Promissory Notes payable to the Partnership at the time the installments are due."

6. Section 9(a) is hereby amended by the substitution of the phrases:

"49.72% to the Class A Limited Partners, and 48.08% to the Class D Limited Partners"

for the phrase:

"97.88 to the Class A Limited Partners as a group"

7. By execution hereof, the Partners agree that the Class D Partners shall have all of the rights and obligations of the Class A Partners under the Agreement except as specifically amended herein and that except for the foregoing, all references in the Agreement to the Class A Partners shall hereafter be deemed to include the Class D Partners.

8. By execution hereof, the General Partner hereby consents and agrees, in accordance with paragraph 21 of the Agreement, to the admission of the Substitute Partners to the Partnership.

9. In all other respects, the Agreement is hereby ratified and confirmed and shall remain in full force and effect as written. The parties hereto, by themselves or through their true and lawful attorneys appointed pursuant to paragraph 18(1) of the Agreement, have the full power, authority and legal right to execute this Amendment, without the consent, approval or other act by any other person.

10. The General Partner shall file with the Secretary of State of Florida a copy of this Amendment, pursuant to the laws of the State of Florida as the certificate of limited partnership of the Partnership to amend the Agreement.

11. This Amendment may be executed in counterparts, and all such counterparts, as so executed, shall constitute one agreement binding upon all the parties hereto.



**IN WITNESS WHEREOF, the Substitute Partners and the  
Withdrawing Partners, and each of the Partners have hereunto  
set their hands and seals as of the date first above written.**

8/14/85

**WITHDRAWING LIMITED PARTNER**

**Signature**

COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK ) ss.:

On this the 19<sup>th</sup> day of January, 1984, before me,  
Donna M. Pizzo, the undersigned officer, personally appeared  
Jerome Heller, known to me (or satisfactorily proven) to be the  
person whose name is subscribed to the within instrument and  
acknowledged that he executed the same for the purposes therein  
contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

**Notary Public**

My commission expires:

(Notarial Seal)

11/6/88





CLASS B LIMITED PARTNER

THE MARCH COMPANY, INC.

By

H. Peter Karoff, President

(Corporate Seal)

Attest:

By Barbara D. Winkler  
Assistant Clerk

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

)  
) ss.:  
)

On this the 19<sup>th</sup> day of January, 1984, before me,

Donna M. Pizzo, the undersigned officer, personally appeared H. Peter Karoff, who acknowledged himself to be the President of The March Company, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

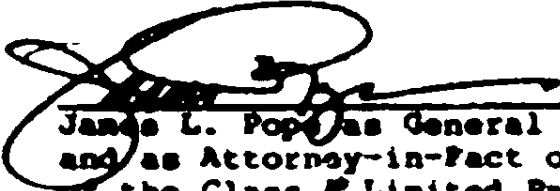
IN WITNESS WHEREOF, I hereunto subscribed my hand and affixed my official seal.

Donna M. Pizzo  
Notary Public

My commission expires:

(Notarial Seal)

August 16, 1985

  
James L. Pope as General Partner  
and as Attorney-in-Fact on behalf  
of the Class A Limited Partners  
listed below:

CLASS A LIMITED PARTNERS

Edmund Zavaglia  
William B. Mitchell  
Colin R. McArdle, M.D.  
Michael N. Wood  
Carl A. Anderson, M.D.  
Mian M. Ashraf, M.D.  
Dolores Sternberg  
Edward E. Jacobs, Jr.  
William J. Metz  
Richard M. Herman, M.D.  
James F. Gilligan, M.D.  
David Shirazi  
Richard S. Bakulski  
Wayne H. Kilbey  
Richard C. & Linda R. Ashworth, Joint Tenants with  
Rights of Survivorship  
Frank MacDonald  
Edward Smith, M.D.  
James C. Dangle, M.D.  
Kavin W. & Virginia C. Moody, Joint Tenants with  
Rights of Survivorship  
Imburgia, Imburgia, By Anthony J. Imburgia  
and Anthony E. Imburgia  
Stephan Thernstrom  
Robert Hou  
Charles J. Reilly, Jr., D.D.S.  
Henry Lerner, M.D.  
Anthony J. Parkinson  
I. Joseph Costa, Jr.  
David M. Pouliotte  
Dennis A. Molin  
William E. Poplack & Barbara Poplack,  
Joint Tenants with Rights of Survivorship  
Eric G. Sandquist  
Michael J. Twomey, M.D.  
Gerald J. Kelley  
Rudolph P. Lia

Class C,  
and Class D

CLASS C LIMITED PARTNERS

H. Peter Karoff  
Peter D. O'Connor  
Jerome Heller  
Jay H. Montgomery

CLASS D LIMITED PARTNERS

Charles L. Pfeil  
Waldo Newcomer  
Thomas Flood, M.D.  
Adam Crescenzi  
Carl D'Orsi, M.D.  
Frank A. Luckay, M.D.  
Robert D. Keefe

STATE OF FLORIDA

COUNTY OF BREVARD

)  
) ss. r  
)

On this the 18th day of January, 1984, before me, Pamela G. Willis, the undersigned officer, personally appeared James L. Pope, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as General Partner and on behalf of the aforementioned Class A Limited Partners pursuant to their powers of attorney granted to him as General Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

MY COMMISSION EXPIRES MAY 12 1986

~~DO NOT SIGN BEYOND THIS LINE~~

(Notarial Seal)



# INVESTMENT UNDER 1. LIMITED PARTNERSHIP

## LIMITED A

### General Partners

NAME	CLASS	ADDRESS	Capital Contribution
James L. Pope	General Partner	P. O. Box 479 Melbourne, Florida 32901	\$0

### Limited Partners

NAME	CLASS	Aggregate Capital Contribution	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Edward Augusta A. Hurford Terr. Burling Ridge, NJ 07900	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,400
William B. Mitchell 107 High Ridge Road Buxford, MA 01921	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,400
Colin N. McArder, M.D. A 31 Weybridge Street Brookline, MA 02146	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,400
Michael N. Wood 15 Linden Street So. Hamilton, MA 01982	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,400
Carl A. Anderson, M.D. A 64 Greenhill Road Westwood, MA 02090	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,400

# INVESTMENT UNIT 1 LIMITED PARTNERSHIP

## Limited Partners

NAME	CLASS	Average Capital Contribution	Capital Contribution First Investment	Capital Contribution Second Investment	Capital Contribution Third Investment	Capital Contribution Fourth Investment	Capital Contribution Fifth Investment	Capital Contribution Sixth Investment
John M. Ashraf, M.D. A 354 Glen Road Watson, MA 02141		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Deborah B. Blumberg A 648 No. Lowell Avenue Sholier, IL 60076		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Edward L. Jacoby, Jr. A 60 Melrose Road Baltimore, MA 02118		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
William J. Metz A 436 Lafayette Street Salem, MA 01970		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Richard M. Hermann, M.D. A 15 Freuecil Road Portland, ME 04102		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
James F. Gilliam, M.D. A 21 Berkeley Street Cambridge, MA 02138		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Wayne M. Kilby A 64 Huntington Rhode Parkway Bay Village, OH 44140		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

# INVESTMENT PLAN & LIMITED PARTICIPATION

## LIMITED PARTICIPATION

NAME	CLASS	Average Capital Contribution	Capital Contribution First	Capital Contribution Second	Capital Contribution Third	Capital Contribution Fourth	Capital Contribution Fifth	Capital Contribution Sixth	Capital Contribution Seventh
Richard C. & Linda M. A. Anthony, Joint tenants with rights of survivorship 21 Weaver Drive Shrewsbury, MA 01545		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$4,450	\$4,450
Francis J. MacDonald A 67 Hutterut Lane Methuen, MA 01844		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$4,450	\$4,450
Edward H. Smith, M.U. A & Anne C. Smith, Joint tenants with rights of survivorship 33 Gate House Road Christ Hill, MA 02167		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$4,450	\$4,450
James Coley Denzler, M.U. A 23 Griscom Road Burlington, MA		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$4,450	\$4,450
Karen M. & Virginia C. A Muddy, Joint tenants with rights of survivorship 137 Stone Root Lane Concord, MA 01742		\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$2,115	\$2,115
Imburgia, Imburgia A By Anthony J. Imburgia and Anthony E. Imburgia P. O. Box 36 Weymouth, IL 60970		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$4,450	\$4,450

# 1984-1985 LIMITED LIABILITY PARTNERSHIP

## LIMITED PARTNERS

NAME	CLASS	Aggregate Capital Contribution	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Stephen Thernstrom 1445 Massachusetts Avenue Lexington, MA 02174	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Hubert Vincent Hu 3225 Highway 101, North Plymouth, MA 01904	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles J. Muller, Jr., U.B. 3 Sandstone Trail New City, NY 10956	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Henry Lerner, M.D. 180 Alorton Rd. Newton, MA 02161	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Anthony J. Parkinson 7 Beetham Place New York, NY 10022	A	\$24,750	0	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
J. Joseph Costa, Jr., P.O. Box 123 Murrayton, CT 06453	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
David M. Pouliotte Box 147 Epsom, NH 03234	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

# INVESTMENT LISTING & LIMITED PARTNERSHIP

## Limited Partners

Name	Class	Aggregate Capital Contribution	Capital Contribution - First Installment	Capital Contribution - Second Installment	Capital Contribution - Third Installment	Capital Contribution - Fourth Installment	Capital Contribution - Fifth Installment	Capital Contribution - Sixth Installment
William A. Mullin M.D. #2, Box 372 Chichester, NH 03033	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$5,100	\$2,450
William E. Wapack & Barbara Wapack Joint tenants with rights of Survivorship 114 Kirtland Road Newtown, MA 02160	A	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Eric G. Sandquist 83 Alfred Rd. Milton, MA 02186	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$5,100	\$2,450
Michael J. Lowery, M.D. 33 Kathleen Dr. Andover, MA 01810	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$5,100	\$2,450
Gerard J. Kelley Hunter Farm Rd. Peterborough, NH 03458	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$5,100	\$2,450
Madolph P. Litz RD #2, Box 242 Shelburne, VT 05482	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$5,100	\$2,450
Joyce M. Denny Woodside Lane Freeport, ME 04032	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$5,100	\$2,450

# 1980-1981 CASH & CASH EQUIVALENTS

## Summary of Cash

Name	Class	Aggregate Contribution Capital	Capital Contribution First Installation	Capital Contribution Second Installation	Capital Contribution Third Installation	Capital Contribution Fourth Installation	Capital Contribution Fifth Installation
Charles L. McNeil 35 B. Leno Street Norwalk, MA 01662	D	\$24,750	\$5,500	\$5,700	\$5,100	\$4,650	\$7,350
Maldo Newcomer 125 Mt. Pleasant Crossing Concord, MA 01742	D	\$9,750	\$5,500	\$5,700	\$5,100	\$4,650	\$7,350
Thomas Flood, M.D. 9 Cedar Hill Road Ipswich, MA 01938	D	\$24,750	\$5,500	\$5,700	\$5,100	\$4,650	\$7,350
Adam L. Greenstein 7 Fox Run Road Bedford, MA 01730	D	\$12,375	\$3,175	\$2,650	\$2,550	\$2,325	\$1,175
Carl U'Beats, M.D. 147 Ford Road Sudbury, MA 01776	D	\$24,750	\$5,500	\$5,700	\$5,100	\$4,650	\$7,350
Frank A. Lueker, M.D. 415 Chandler Lane Corpus Christi, TX 78404	D	\$24,750	\$5,500	\$5,700	\$5,100	\$4,650	\$7,350
Robert L. Keate 3/ John May Road Winchester, MA 01890	D	\$24,750	\$5,500	\$5,700	\$5,100	\$4,650	\$7,350

# INVESTMENT LISTING BY FUNDING PRIORITY

## Investment Fund Lines

Name	Class	Aggregate Capital Contribution	Capital Contribution First Investment	Capital Contribution Second Investment	Capital Contribution Third Investment	Capital Contribution Fourth Investment	Capital Contribution Fifth Investment	Capital Contribution Sixth Investment
M. Peter Murphy 100 Prince Street M. Newton, MA 02165	A	\$142,312.50	\$1,450	\$36,512.50	\$32,175	\$23,400	\$26,737.50	\$13,512.50
Patricia D. O'Connor 51 Essex Street Chester Hill, MA 02167	A	\$142,312.50	\$1,450	\$36,512.50	\$32,175	\$23,400	\$26,737.50	\$13,512.50
James M. Miller 24 Hickory Hill Road Mayland, MA 01774	A	\$142,312.50	\$1,450	\$36,512.50	\$32,175	\$23,400	\$26,737.50	\$13,512.50
Jay M. Montgomery 10 Prospect Street Shrewsbury, MA 01545	A	\$142,312.50	\$1,450	\$36,512.50	\$32,175	\$23,400	\$26,737.50	\$13,512.50

INVESTMENT GREEN I. LIMITED PARTNERSHIP

Limited Partners

NAME	CLASS	Aggregate Capital Contribution	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
The March Company, Inc. 75 Federal Street Boston, MA 02110	A	\$50						
H. Peter Karoff 100 Prince Street W. Newton, MA 02165	C							
Peter U. O'Connor 51 House Street Chatham Hill, MA 02167	C							
Jerome Heller 24 Hickory Hill Road Meyland, MA 01778	C							
Jay M. Montgomery 10 Prospect Street Shrewsbury, MA 01545	C							

\$50



LP 15592

Please call with Amount

Don

# CORPORATION INFORMATION SERVICES, INC.

502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171  
MAILING ADDRESS: Post Office Box 10329 Tallahassee, FL 32302  
TOLL FREE IN FLORIDA 1-800-342-8088

ORDER NUMBER	ORDER DATE	CUSTOMER NO.	TR CODE	REFERENCE
25493	2-29-84	1791	11	Tanglewood Green I Lp - Bethany W.

## DESCRIPTION

Tanglewood Green I Limited Partnership  
Amendment/Two Certified Copies

Third Amendment to be filed. CIS to prepay  
state fees of \$ \_\_\_\_\_. Call back to Bethany  
Weinberger when filed.

Documents received by Airborne

LP Actl

FILED  
FEB 29 1 34 PM '84  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

NAME:  
The March Company  
75 Federal St.,  
Boston, Mass. 02110  
617-542-2555

TELEPHONE NO.:

COS 6027 3/27/84  
OBS 6027 3/27/84  
OBS 6027 3/27/84

Name	2-28-84
Availability	
Document Examiner	SK
Updater	SK
Updater Verifier	TL
Acknowledgement	SK
W. H. Verifier	

C. TAX  
FILING 30  
R. AGENT FEE  
C. COPY 30  
TOTAL 60  
N. BANK  
BALANCE DUE  
REFUND

Increase to \$1,504,750.

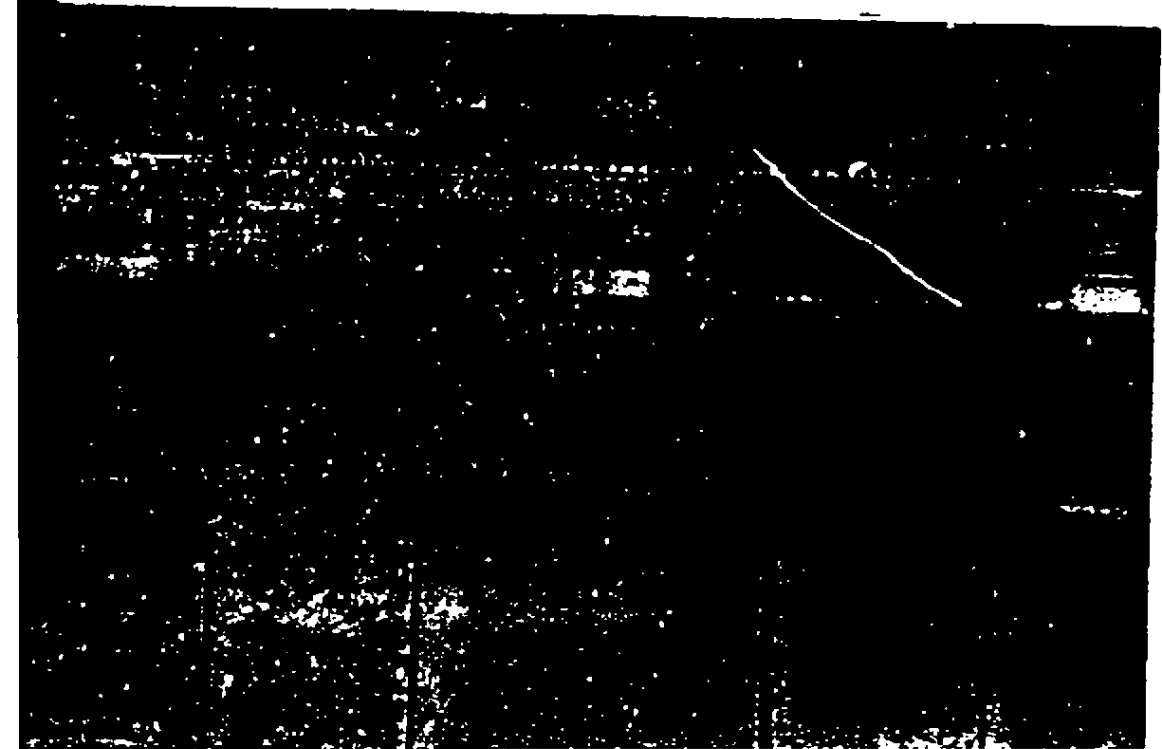
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50.00



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**TANGLEWOOD GREEN I LIMITED PARTNERSHIP**

**FILED**

**(A Florida Limited Partnership)**

**THIRD AMENDMENT TO**

**CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

**THIRD AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP** (herein called this "Amendment"), dated as of February 27, 1984, by and between Lawrence M. Hoopp, M.D. (herein called the "Substitute Partners"), and each of the persons designated as General Partner and Limited Partners (such General Partner and Limited Partners herein collectively called the "Partners") in Exhibit A to the First Amendment to Certificate and Agreement of Limited Partnership dated as of December 28, 1983, as amended by the Second Amendment to Certificate and Agreement of Limited Partnership dated as of January 30, 1984, (such Certificate and Agreement herein called the "Agreement") of Tanglewood Green I Limited Partnership, a Florida limited partnership (herein called the "Partnership"). The Agreement was filed with the Secretary of State of Florida and is to be amended hereby.

**PRELIMINARY STATEMENT**

The Partners desire to correct certain clerical and ministerial errors in the Agreement, and H. Peter Karoff, Peter D. O'Connor, Jerome Heller and Jay H. Montgomery (herein called the "Withdrawing Partners"), in their individual capacities as Class A Limited Partners of the Partnership, as

TANGLEWOOD GREEN I LIMITED PARTNERSHIP

FILED

(A Florida Limited Partnership)

February 1, 1984

THIRD AMENDMENT TO

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

THIRD AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (herein called this "Amendment"), dated as of February 27, 1984, by and between Lawrence M. Hoepp, M.D. (herein called the "Substitute Partners"), and each of the persons designated as General Partner and Limited Partners (such General Partner and Limited Partners herein collectively called the "Partners") in Exhibit A to the First Amendment to Certificate and Agreement of Limited Partnership dated as of December 28, 1983, as amended by the Second Amendment to Certificate and Agreement of Limited Partnership dated as of January 30, 1984, (such Certificate and Agreement herein called the "Agreement") of Tanglewood Green I Limited Partnership, a Florida limited partnership (herein called the "Partnership"). The Agreement was filed with the Secretary of State of Florida and is to be amended hereby.

PRELIMINARY STATEMENT

The Partners desire to correct certain clerical and ministerial errors in the Agreement, and H. Peter Karoff, Peter D. O'Connor, Jerome Heller and Jay H. Montgomery (herein called the "Withdrawing Partners"), in their individual capacities as Class A Limited Partners of the Partnership, as

constituted under the Agreement, have transferred a portion of their Class A limited partnership interests as such Limited Partners in the Partnership to the Substitute Partners, and the Withdrawing Partners are retiring as Class A Limited Partners of the Partnership only for the portion of their interest which is being transferred hereby. The General Partner in the Partnership has consented, pursuant to paragraph 21 of the Agreement, to the admission of the Substitute Partners to the Partnership as Class D Limited Partners.

The parties hereto do hereby agree, swear and certify as follows:

1. Exhibit A attached to the Agreement is hereby deleted in its entirety and there is substituted in its place, as of the date hereof, the names, residences and capital contributions of the Partners and the Substitute Partners as set forth in Exhibit A hereto, such Exhibit to constitute Exhibit A to the Agreement (as referred to therein) as of the date hereof.

2. Pursuant to this Amendment, the Withdrawing Partners hereby withdraw as Class A Limited Partners, to the extent so indicated by Exhibit A, of the Partnership as of the date hereof and agree that they have no right, claim or cause of action against the Partnership or the Partners thereof, as such Class A Limited Partners, for Cash Flow (as defined in the Agreement) or any other item of Partnership income, gain, loss,

deduction or credit for Federal income tax purposes with respect to such interest. The General Partner of the Partnership, for himself and for the Partnership, hereby releases the Withdrawing Partners from any and all rights, claims, or causes of action of the Partnership or the General Partner thereof in connection with said Class A Limited Partnership interests of the Withdrawing Partners in the Partnership.

3. By executing this Amendment, the Substitute Partners, pursuant to paragraph 21 of the Agreement, hereby accept all of the terms and provisions of the Agreement and assumes the obligations of their predecessors in interest thereunder as of January 30, 1984, and pursuant to paragraph 26 of the Agreement represent and warrant that they are acquiring the Class D Interests of the Withdrawing Partners in the Partnership for their own individual accounts for investment and not with a view to the distribution thereof and that such interests will not be transferred in the absence of an opinion of counsel satisfactory to the General Partner that registration is not required under the Securities Act of 1933, as then in effect, or under applicable state securities laws, if any. Each Substitute Partner represents and warrants that he is over the age of twenty-one (21) years.

4. By execution hereof, the General Partner hereby consents and agrees, in accordance with paragraph 21 of the

deduction or credit for Federal income tax purposes with respect to such interest. The General Partner of the Partnership, for himself and for the Partnership, hereby releases the Withdrawing Partners from any and all rights, claims, or causes of action of the Partnership or the General Partner thereof in connection with said Class A Limited Partnership interests of the Withdrawing Partners in the Partnership.

3. By executing this Amendment, the Substitute Partners, pursuant to paragraph 21 of the Agreement, hereby accept all of the terms and provisions of the Agreement and assumes the obligations of their predecessors in interest thereunder as of January 30, 1984, and pursuant to paragraph 26 of the Agreement represent and warrant that they are acquiring the Class D Interests of the Withdrawing Partners in the Partnership for their own individual accounts for investment and not with a view to the distribution thereof and that such interests will not be transferred in the absence of an opinion of counsel satisfactory to the General Partner that registration is not required under the Securities Act of 1933, as then in effect, or under applicable state securities laws, if any. Each Substitute Partner represents and warrants that he is over the age of twenty-one (21) years.

4. By execution hereof, the General Partner hereby consents and agrees, in accordance with paragraph 21 of the

Agreement, to the admission of the Substitute Partners to the Partnership.

5. In all other respects, the Agreement is hereby ratified and confirmed and shall remain in full force and effect as written. The parties hereto, by themselves or through their true and lawful attorneys appointed pursuant to paragraph 18(i) of the Agreement, have the full power, authority and legal right to execute this Amendment, without the consent, approval or other act by any other person.

6. The General Partner shall file with the Secretary of State of Florida a copy of this Amendment, pursuant to the laws of the State of Florida as the certificate of limited partnership of the Partnership to amend the Agreement.

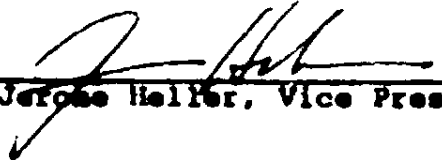
7. This Amendment may be executed in counterparts, and all such counterparts, as so executed, shall constitute one agreement binding upon all the parties hereto.

IN WITNESS WHEREOF, the Substitute Partners and the Withdrawing Partners, and each of the Partners have hereunto set their hands and seals as of the date first above written.



CLASS B LIMITED PARTNER

THE MARCH COMPANY, INC.

By   
Jerome Heller, Vice President

(Corporate Seal)

Attest:

By   
Assistant Clerk

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

)  
) ss.:  
)

On this the 27<sup>th</sup> day of February, 1984, before me,

Donna M. Pizzo, the undersigned officer, personally appeared H. Peter Karoff, who acknowledged himself to be the President of The March Company, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

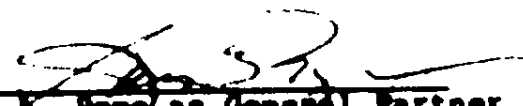
IN WITNESS WHEREOF, I hereunto subscribed my hand and affixed my official seal.

  
Notary Public

My commission expires:

(Notarial Seal)

August 16, 1985

  
James E. Pope as General Partner  
and as Attorney-in-Fact on behalf  
of the Class A, Class C and Class D  
Limited Partners listed below:

CLASS A LIMITED PARTNERS

Edmund Zavaglia  
William B. Mitchell  
Colin R. McArdle, M.D.  
Michael M. Wood  
Carl A. Anderson, M.D.  
Mian M. Ashraf, M.D.  
Dolores Sternberg  
Edward E. Jacobs, Jr.  
William J. Metz  
Richard M. Herman, M.D.  
James P. Gilligan, M.D.  
David Shirazi  
Richard S. Bakulski  
Wayne H. Kilbey  
Richard C. & Linda R. Ashworth,  
Joint Tenants with  
Rights of Survivorship  
Frank MacDonald  
Edward Smith, M.D.  
James C. Dangle, M.D.  
Kavin W. & Virginia C. Moody,  
Joint Tenants with  
Rights of Survivorship  
Imburgia, Imburgia, By Anthony J.  
Imourgia and Anthony E. Imburgia  
Stephan Thernstrom  
Robert Hou  
Charles J. Reilly, Jr., D.D.S.  
Henry Lerner, M.D.  
Anthony J. Parkinson  
I. Joseph Costa, Jr.  
David M. Pouliotte  
Dennis A. Molin  
William E. Poplack & Barbara Poplack,  
Joint Tenants with Rights of  
Survivorship  
Eric G. Sandquist  
Michael J. Twomey, M.D.  
Gerald J. Kelley  
Rudolph F. Lia  
Joyce M. Denney

CLASS C LIMITED PARTNERS

H. Peter Karoff  
Peter D. O'Connor  
Jerome Heller  
Jay H. Montgomery

CLASS D LIMITED PARTNERS

Lawrence M. Hoepp, M.D.  
Charles L. Pfeil  
Waldo Newcomer  
Thomas Flood, M.D.  
Adam Crescensi  
Carl D'Orsi, M.D.  
Frank A. Luckay, M.D.  
Robert D. Keefe

Thomas A. Risser, M.D. & Tranquilina R. Risser, M.D.

CLASS A/WITHDRAWING LIMITED PARTNERS

H. Peter Karoff  
Peter D. O'Connor  
Jerome Heller  
Jay H. Montgomery

STATE OF FLORIDA

)

) ss.:

)

COUNTY OF BREVALD

On this the 3rd day of February, 1984, before me, Pamela G. Miller, the undersigned officer, personally appeared James L. Pope, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as General Partner and on behalf of the aforementioned Class A Limited Partners pursuant to their powers of attorney granted to him as General Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA

MY COMMISSION EXPIRES MAY 12 1986

~~RECORDED THROUGH GENERAL INC. UNDERWRITERS~~

(Notarial Seal)

TRUCKS AND TRAILERS LIMITED PARTNERSHIP

EXHIBIT A

General Partners

<u>Name</u>	<u>Class</u>	<u>Address</u>	<u>Capital Contribution</u>
James L. Pope	General Partner	P. O. Box 935 Melbourne, Florida 32935	\$50

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Edward Zavaglia 4 Tuxford Terr. Basking Ridge, NJ 07920	A	\$24,750	\$600	\$6,350	\$3,700	\$5,100	\$4,650	\$2,350
William B. McCall 107 High Ridge Road Arford, MA 01921	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Colin R. McCardle, M.D. 21 Mayfield Street Brookline, MA 02146	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Michael B. Wood 15 Linden Street So. Hamilton, MA 01982	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Carl A. Anderson, M.D. 64 Greenhill Road Westwood, MA 07073	A	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175

TRAILWOOD GREEN LIMITED PARTNERSHIP

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Alan M. Aehruf, M.D. A 358 Glen Road Newton, MA 02193		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Dolores B. Berrbery A 7648 No. Lowell Avenue Brookfield, IL 60076		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Edward E. Jacobs, Jr. A 60 Melrose Road Belmont, MA 02178		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
William J. Metz A 435 Lafayette Street Salem, MA 01970		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Richard M. Hartman, M.D. A 15 Presnell Road Portland, ME 04102		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
James F. O'Hilligan, M.D. A 21 Berkeley Street Cambridge, MA 02138		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Wayne H. Kilbey A 64 Huntington Woods Parkway Bay Village, OH 44140		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

TRUSTEES OF THE TRUST

Identified Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Richard C. & Linda R. A. Adworth, Joint Tenants with Rights of Survivorship 21 Beaver Drive Brewster, MA 01845		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Francis J. MacDonald A 67 Butternut Lane Methuen, MA 01844		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Edward H. Salth, M.D. A & Anne C. Salth, Joint Tenants with Rights of Survivorship 33 Gate House Road Chestrut Hill, MA 02167		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
James Coley Dargle, M.D. A 23 Orleans Road Burlington, MA		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Kevin W. & Virginia C. A. Moody, Joint Tenants with Rights of Survivorship 137 Stone Rock Lane Concord, MA 01742		\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Indurgla, Indurgla A By Anthony J. Indurgla and Anthony E. Indurgla P. O. Box 36 Metuchen, IL 60970		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

# TRUCKLAND GREEN I LIMITED PARTNERSHIP

## Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Stephen Thernstrom 1445 Massachusetts Avenue Lexington, MA 02173	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Robert Vincent Hau 3225 Highway 101, North Plymouth, MA 55447	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles J. Reilly, Jr., D.S.B. 3 Sandstone Trail New City, NY 10956	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Henry Lerner, M.D. 180 Allerton Rd. Newton, MA 02161	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Anthony J. Parkinson 7 Beekman Place New York, NY 10022	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
I. Joseph Costa, Jr. P.O. Box 123 Romeyton, CT 06853	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
David M. Poulletto Box 147 Epsom, NH 03234	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

TWOLEAFWOOD GREEN I LIMITED PARTNERSHIP

Limited Partners:

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Dennis A. Nolin RD #2, Box 372 Clifton, NH 03263	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
William E. Poplack & Barbara Poplack, Joint Tenants with rights of Survivorship 114 Kirtscall Road Newton, MA 02160	A	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Eric G. Sandquist 83 Alfred Rd. Milton, MA 02186	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Michael J. Twomey, M.D. 33 Kathleen Dr. Andover, MA 01810	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Gerald J. Kelley Barter Farm Rd. Peterborough, NH 03458	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Rudolph F. Lila RD #2, Box 2412 Shelburne, VT 05482	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Joyce M. Darney Woodside Lane Freeport, ME 04032	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350



THOMAS FLOOD GREEN I LIMITED PARTNERSHIP

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>
Charles L. Fell 35 S. Lenoir Street Worcester, MA 01602	D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Waldo Macomber 126 Nut Meadow Crossing Concord, MA 01742	D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Thomas Flood, M.D. 9 Cedar Hill Road Dover, MA 02030	D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Adam D. Crescenz 7 Fox Run Road Bedford, MA 01730	D	\$12,075	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Carl D'Oreal, M.D. 147 Ford Road Burlington, MA 01776	D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Frank A. Lackey, M.D. 215 Chandler Lane Corpus Christi, TX 78404	D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Robert D. Keefe 37 Town Way Road Winchester, MA 01890	D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

TWENTYSECOND GREEN I LIMITED PARTNERSHIP

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Thomas A. Rleser, M.D. & Tranguilina R. Rleser, M.D. 85 Country Club Road Newton Centre, MA 02459	D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350	
Lawrence M. Hoapp, M.D. D 300 Kearney Circle Manchester, NH 03103	D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350	
H. Peter Karoff 100 Prince Street W. Newton, MA 02465	A	\$136,125	\$3,300	\$34,925	\$31,350	\$28,050	\$25,575	\$12,925
Peter D. O'Connor 51 Essex Street Chestnut Hill, MA 02167	A	\$136,125	\$3,300	\$34,925	\$31,350	\$28,050	\$25,575	\$12,925
Jerome Heller 24 Hickory Hill Road Meyland, MA 01778	A	\$136,125	\$3,300	\$34,925	\$31,350	\$28,050	\$25,575	\$12,925
Jay H. Montgomery 10 Prospect Street Sunderbury, MA 01545	A	\$136,125	\$3,300	\$34,925	\$31,350	\$28,050	\$25,575	\$12,925

TRIPLE FOLD GREEN I LIMITED PARTNERSHIP

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
The March Company, Inc. 75 Federal Street Boston, MA 02110	B	\$50						
H. Peter Karoff 100 Prince Street W. Newton, MA 02165	C							
Peter D. O'Connor 51 Essex Street Chestnut Hill, MA 02167	C							
Jerome Heller 24 Hickory Hill Road Weyland, MA 02778	C	\$50						
Jay H. Montgomery 10 Prospect Street Shrewsbury, MA 01545	C							

# LP/5592

## CORPORATION INFORMATION SERVICES, INC.

502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171  
MAILING ADDRESS: Post Office Box 10329 Tallahassee, FL 32302  
TOLL FREE IN FLORIDA 1-800-342-8088

??

ORDER NUMBER	ORDER DATE	CUSTOMER NO.	YR CODE	REFERENCE
26905	3/29/84 courier	#3791	#12	Townview Associates, etc. - B. Weinberger

DESCRIPTION	
<p><b>AMENDMENT/STAMPED COPIES</b></p> <p>1. Townview Associates, Ltd.</p> <p>2. <u>Tanglewood Green I Limited Partnership</u></p> <p>3. Tanglewood Green II Limited Partnership</p> <p>Amendment to be filed on the above partnerships.</p> <p>CIS to prepay state fees of _____</p> <p>Mail back stamped in copies as per request from Ms. Bethany Weinberger.</p> <p>*Documents received by Airborne</p>	<p>Date filed <u>3/29/84</u></p> <p>C. TAX _____</p> <p>FILING <u>30</u></p> <p>R AGENT FEE _____</p> <p>C. COPY _____</p> <p>TRAIL <u>30</u></p> <p>NOTARIAL _____</p> <p>STATE USE _____</p> <p>RECORDS _____</p>

<p>COMPLETED BY _____</p> <p>CALLBACK TO _____</p> <p>TIME _____</p>	<p><b>FILED</b></p> <p>Dec. Cont to AI, 434,400</p> <p>Mar 23 12 07 PM '84</p> <p>SECRETARY OF STATE TALLAHASSEE, FLORIDA</p>
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<p><b>NAME:</b></p> <p>The March Company  75 Federal Street  Boston, Massachusetts 02110</p> <p><b>TELEPHONE NO.:</b> 617-542-2555</p>	<p><b>ORDER</b> <u>Sherry - courier - 10:00am</u></p> <p><b>SHIPPED</b> <u>Reg. Mail</u></p> <table style="width: 100%;"> <tr> <td>CIS SERVICE FEE</td> <td>\$ _____</td> </tr> <tr> <td>DISBURSEMENTS (STATE ETC.)</td> <td>\$ _____</td> </tr> <tr> <td>SPECIAL FEES</td> <td>\$ _____</td> </tr> <tr> <td style="text-align: right;">SUBTOTAL</td> <td>\$ _____</td> </tr> <tr> <td>TOTAL PAID</td> <td>\$ _____</td> </tr> <tr> <td>TOTAL DUE</td> <td>\$ _____</td> </tr> </table>	CIS SERVICE FEE	\$ _____	DISBURSEMENTS (STATE ETC.)	\$ _____	SPECIAL FEES	\$ _____	SUBTOTAL	\$ _____	TOTAL PAID	\$ _____	TOTAL DUE	\$ _____
CIS SERVICE FEE	\$ _____												
DISBURSEMENTS (STATE ETC.)	\$ _____												
SPECIAL FEES	\$ _____												
SUBTOTAL	\$ _____												
TOTAL PAID	\$ _____												
TOTAL DUE	\$ _____												

Melbourne, FL LP No. 15592 10-27-83  
 Brevard County 50 Years

NAME Tanglewood Green I Limited Partnership  
 P.O. ADDRESS P.O. Box 935, Melbourne, FL 32935  
 CHANGE OF ADDRESS  
 CHANGE OF ADDRESS

DATE	PERIOD	INVESTED CAPITAL	AMOUNT	PAID
		\$50.00		
Amend. filed	12-30-83	increasing to	\$1,373,725.00	
Amend. to LP	filed 1-30-84,	inc. cont. to	\$1,385,100.00.	
Amend. filed	2-29-84	increasing to	\$1,504,750.00	
AMEND TO LP	FILED 3-29-84,	DEC CONT TO	\$1,431,400.00.	

cry-50 (888)

PRELIMINARY STATEMENT

The Partners desire to correct certain clerical and ministerial errors in the Agreement, and H. Peter Karoff, Peter D. O'Connor, Jerome Heller and Jay H. Montgomery (herein called the "Withdrawing Partners"), in their individual capacities as Class A Limited Partners of the Partnership, as constituted under the Agreement, have transferred a portion of their Class A limited partnership interests as such Limited Partners in the Partnership to the Substitute Partners, and the Withdrawing Partners are retiring as Class A Limited Partners of the Partnership only for the portion of their interest which is being transferred hereby. The General Partner in the Partnership has consented, pursuant to paragraph 21 of the Agreement, to the admission of the Substitute Partners to the Partnership as Class E Limited Partners.

The parties hereto do hereby agree, swear and certify as follows:

1. Exhibit A attached to the Agreement is hereby deleted in its entirety and there is substituted in its place, as of the date hereof, the names, residences and capital contributions of the Partners and the Substitute Partners as set forth in Exhibit A hereto, such Exhibit to constitute Exhibit A to the Agreement (as referred to therein) as of the date hereof.

2. By executing this Amendment, the Withdrawing Partners hereby withdraw as Class A Limited Partners, to the extent so indicated by Exhibit A, of the Partnership as of the date hereof and agree that they have no right, claim or cause of action against the Partnership or the Partners thereof, as such Class A Limited Partners, for Cash Flow (as defined in the Agreement) or any other item of Partnership income, gain, loss, deduction or credit for Federal income tax purposes with respect to such interest. The General Partner of the Partnership, for himself and for the Partnership, hereby releases the Withdrawing Partners from any and all rights, claims, or causes of action of the Partnership or the General Partner thereof in connection with said Class A Limited Partnership interests of the Withdrawing Partners in the Partnership.

3. By executing this Amendment, the Substitute Partners, pursuant to paragraph 21 of the Agreement, hereby accept all of the terms and provisions of the Agreement and assumes the obligations of their predecessors in interest thereunder as of the date hereof, and pursuant to paragraph 26 of the Agreement represent and warrant that they are acquiring the Class E Interests of the Withdrawing Partners in the Partnership for their own individual accounts for investment and not with a view to the distribution thereof and that such interests will not be transferred in the absence of an opinion

of counsel satisfactory to the General Partner that registration is not required under the Securities Act of 1933, as then in effect, or under applicable state securities laws, if any. Each Substitute Partner represents and warrants that he is over the age of twenty-one (21) years.

4. The Agreement is hereby amended by the addition of the phrase "and Class E Limited Partners" wherever the phrase "Class A Limited Partners and Class D Limited Partners" appears in the Agreement with the exception of Section 7(b) and 9(a) which shall be amended as provided below.

5. Section 7(b) of the Agreement is hereby amended by the addition of the following paragraph at the end of the existing Section 7(b) paragraph thereof: "Each Class E Partners shall contribute capital, in cash, to the Partnership in an aggregate amount set forth opposite his name in Exhibit A hereto. The capital contribution of each such Class E Partners will be made in five installments in the amounts set forth in such Exhibit, each such installment becoming due on the date determined as set forth below in this Section 7(b). The first such installment shall be due on the date this Amendment is filed in accordance with the laws of the State of Florida. The second such installment shall be due on January 15, 1985. The second such installment shall be due on January 15, 1986. The fourth such installment shall be due on January 15, 1987. The fifth such installment shall be due on January 15, 1988. The



Class D Limited Partner's obligation to make his second, third, fourth and fifth installments shall be evidenced by non-interest bearing Promissory Notes payable to the Partnership at the time the installments are due."

6. Section 9(a) is hereby amended by the substitution of the phrases:

"49.72% to the Class A Limited Partners, 13.86% to the Class D Limited Partners and 34.22% to the Class E Limited Partners"

for the phrase:

"49.72% to the Class A Limited Partners and 48.08% to the Class D Limited Partners."

7. By execution hereof, the Partners agree that the Class E Partners shall have all of the rights and obligations of the Class A Partners under the Agreement except as specifically amended herein and that except for the foregoing, all references in the Agreement to the Class A Partners shall hereafter be deemed to include the Class E Partners.

8. By execution hereof, the General Partner hereby consents and agrees, in accordance with paragraph 21 of the Agreement, to the admission of the Substitute Partners to the Partnership.

9. In all other respects, the Agreement is hereby ratified and confirmed and shall remain in full force and effect as written. The parties hereto, by themselves or through their true and lawful attorneys appointed pursuant to paragraph 18(i) of the Agreement, have the full power,

authority and legal right to execute this Amendment, without the consent, approval or other act by any other person.

10. The General Partner shall file with the Secretary of State of Florida a copy of this Amendment, pursuant to the laws of the State of Florida as the certificate of limited partnership of the Partnership to amend the Agreement.

11. This Amendment may be executed in counterparts, and all such counterparts, as so executed, shall constitute one agreement binding upon all the parties hereto.

IN WITNESS WHEREOF, the Substitute Partners and the Withdrawing Partners, and each of the Partners have hereunto set their hands and seals as of the date first above written.

WITHDRAWING LIMITED PARTNER

  
\_\_\_\_\_  
Signature

COMMONWEALTH OF MASSACHUSETTS)  
COUNTY OF SUFFOLK ) ss.:  
)

On this the 6<sup>th</sup> day of March, 1984, before me,  
Donna M. Pizzo, the undersigned officer, personally appeared  
Jerome Heller, known to me (or satisfactorily proven) to be the  
person whose name is subscribed to the within instrument and  
acknowledged that he executed the same for the purposes therein  
contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

  
\_\_\_\_\_  
Notary Public

My commission expires:

(Notarial Seal)

8/1/85

WITHDRAWING LIMITED PARTNER

*H. Peter Karoff*  
Signature

COMMONWEALTH OF MASSACHUSETTS

)

) ss.:

COUNTY OF SUFFOLK

)

On this the 6<sup>th</sup> day of March, 1984, before me,

Donna M. Pizzo, the undersigned officer, personally appeared  
H. Peter Karoff, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument  
and acknowledged that he executed the same for the purposes  
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

*Donna M. Pizzo*  
Notary Public

My commission expires:

(Notarial Seal)

8-11-85



WITHDRAWING LIMITED PARTNER

**Signature**

COMMONWEALTH OF MASSACHUSETTS)

1) 88.8

**COUNTY OF SUFFOLK**

On this the 2<sup>th</sup> day of March, 1984, before me,  
Donna M. Pizzo, the undersigned officer, personally appeared  
Peter D. O'Connor, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument  
and acknowledged that he executed the same for the purposes  
therein contained.

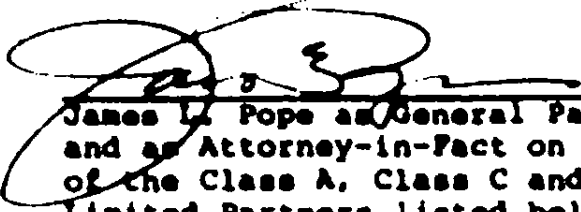
IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

**Notary Public**

**My commission expires:**

(Notarial Seal)

8-16-95



James L. Pope as General Partner  
and as Attorney-in-Fact on behalf  
of the Class A, Class C and Class D  
Limited Partners listed below:

CLASS A LIMITED PARTNERS

Edmund Zavaglia  
William B. Mitchell  
Colin R. McArdle, M.D.  
Michael N. Wood  
Carl A. Anderson, M.D.  
Mian M. Ashraf, M.D.  
Dolores Sternberg  
Edward E. Jacobs, Jr.  
William J. Metz  
Richard M. Herman, M.D.  
James P. Gilligan, M.D.  
David Shirazi  
Richard S. Bakulski  
Wayne H. Kilbey  
Richard C. & Linda R. Ashworth,  
Joint Tenants with  
Rights of Survivorship  
Frank MacDonald  
Edward Smith, M.D.  
James C. Dangle, M.D.  
Kavin W. & Virginia C. Moody,  
Joint Tenants with  
Rights of Survivorship  
Imburgia, Imburgia, By Anthony  
J. Imburgia and Anthony E.  
Imburgia  
Stephan Thernstrom  
Robert Hou  
Charles J. Reilly, Jr., D.D.S.  
Henry Lerner, M.D.  
Anthony J. Parkinson  
I. Joseph Costa, Jr.  
David M. Pouliotte  
Dennis A. Nolin  
William E. Poplack & Barbara Poplack,  
Joint Tenants with Rights of  
Survivorship  
Eric G. Sandquist  
Michael J. Twomey, M.D.  
Gerald J. Kelley  
Rudolph F. Lia  
Joyce M. Denney

CLASS C LIMITED PARTNERS

H. Peter Karoff  
Peter D. O'Connor  
Jerome Heller  
Jay H. Montgomery

CLASS D LIMITED PARTNERS

Charles L. Pfeil  
Waldo Newcomer  
Thomas Flood, M.D.  
Adam Crescenzi  
Carl D'Orsi, M.D.  
Frank A. Luckay, M.D.  
Robert D. Keefe  
Thomas A. Risser, M.D. &  
Tranquilina R. Risser, M.D.  
Lawrence M. Hoepp, M.D.

CLASS A/WITHDRAWING LIMITED PARTNERS

H. Peter Karoff  
Peter D. O'Connor  
Jerome Heller  
Jay H. Montgomery

CLASS E LIMITED PARTNERS

Vincent J. Bufalino, M.D.  
Robert L and Diana K. Somrek,  
Joint Tenants with Rights of  
Survivorship  
Edward G. Lund, M.D.  
Lois C. Collins, M.D.  
W. Bogert Kiplinger  
Charles A. Sanders, M.D.  
James A. Hanlon  
Sherrell D. Swanson & Sylvia  
Swanson, Joint Tenants with  
Rights of Survivorship  
Charles D. Trado

STATE OF FLORIDA

)

) ss.:

COUNTY OF BREVARD

)

On this the 8th day of March, 1984, before me, Carol Jenkins, the undersigned officer, personally appeared James L. Pope, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as General Partner and on behalf of the aforementioned Class A Limited Partners pursuant to their powers of attorney granted to him as General Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carol Jenkins  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES MAR 18 1985

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

(Notarial Seal)



CLASS B LIMITED PARTNER

THE MARCH COMPANY, INC.

By   
Jerome Heller, Vice President

(Corporate Seal)

Attest:

By   
Assistant Clerk

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

)  
) ss.:  
)

On this the 24<sup>th</sup> day of March, 1984, before me, Donna M.

Pizzo, the undersigned officer, personally appeared ~~th~~ Jerome Heller  
~~there~~, who acknowledged himself to be the Vice President of The  
March Company, Inc., a corporation, and that he, as such Vice  
President, being authorized so to do, executed the foregoing  
instrument for the purposes therein contained, by signing the  
name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto subscribed my hand and  
affixed my official seal.

  
Notary Public

My commission expires:

(Notarial Seal)

August 16, 1985

FOOTBOLD GREEN I LIMITED PARTNERSHIP

EXHIBIT A

General Partners

<u>Name</u>	<u>Class</u>	<u>Address</u>	<u>Capital Contribution</u>
James L. Rye	General Partner	P. O. Box 905 Melbourne, Florida 32935	\$80

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Edward Zaenglein 4 Tuckford Trcr. Bedding Ridge, NJ 07920	A	\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
William B. Mitchell 107 High Ridge Road Bedford, MA 01921	A	\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Colin R. McFadden, M.D. 31 Maybridge Street Beddline, MA 02146	M.D. A	\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Michael M. Wood 15 Linden Street So. Hamilton, MA 01982	A	\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Carl A. Anderson, M.D. 64 Ganshill Road Westwood, MA 02090	M.D. A	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Alan M. Astruc, M.D. 359 Glen Road Winton, MA 02193	M.D. A	\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Dolores B. Starbury 7548 So. Lowell Avenue Berke, IL 60076	A	\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Edward E. Jacobs, Jr. 60 Wellingby Road Belmont, MA 02178	A	\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

TRULAND GREEN I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
William J. Metz 435 Lafayette Street Salem, MA 01970	A	\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Richard M. Harman, M.D. A 15 Fernald Road Portland, ME 04102		\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
James F. Gilligan, M.D. A 21 Berkeley Street Cambridge, MA 02138		\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Wayne H. Kilroy A 64 Harrington Woods Parkway Bay Village, OH 44140		\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Richard C. & Linda R. A Admorth, Joint Tenants with Rights of Survivorship 21 Ramer Drive Beverly, MA 01545		\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Francis J. MacDonald A 67 Rutland Lane Methuen, MA 01844		\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Edward H. Smith, M.D. A & Anne C. Smith, Joint Tenants with rights of Survivorship 33 Gate House Road Concord Hill, MA 02267		\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
James Coley Dargie, M.D. A 23 Orion Road Salem, MA		\$24,750	\$800	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Rodin M. & Virginia C. A Moody, Joint Tenants with Rights of Survivorship 137 Stone Root Lane Concord, MA 01742		\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175

DECLARED OWNERS & LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Intaglia, Intaglia By Anthony J. Intaglia and Anthony E. Intaglia P. O. Box 36 Watson, IL 60970	A	\$24,750	\$800	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Stephen Thomsen 1445 Massachusetts Avenue Lexington, MA 02173	A	\$24,750	\$800	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Robert Vincent Hau 3225 Highway 101, North Plymouth, MI 55447	A	\$24,750	\$800	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles J. Reilly, Jr., D.D.S. 3 Sandstone Trail New City, NY 10956	A	\$24,750	\$800	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Harry Lerner, M.D. 180 Allerton Rd. Watson, MA 02161	A	\$24,750	\$800	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Anthony J. Reddick 7 Hudson Place New York, NY 10022	A	\$24,750	\$800	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
L. Joseph Costa, Jr. P.O. Box 123 Stamton, CT 06853	A	\$24,750	\$800	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
David M. Rulicotte Box 147 Epsom, NH 03234	A	\$24,750	\$800	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Dennis A. Molin RFD #2, Box 372 Orchardton, NH 03263	A	\$24,750	\$800	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350

TRULAND GREEN I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
William E. Roplack & Barbara Roplack, Joint Tenants with rights of Survivorship 114 Kirtland Road Watson, MA 02160	A	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Eric G. Sandquist 83 Alfred Rd. Milton, MA 02186	A	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Michael J. Toney, M.D. 33 Nathaniel Dr. Andover, MA 01810	A	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Gerald J. Kelley Harker Farm Rd. Peterborough, NH 03458	A	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Arthur F. Lin RD #2, Box 2412 Stratford, VT 05482	A	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Joyce M. Denny Woodside Lane Bangor, ME 04812	A	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles L. Phil 35 S. Leroux Street Worcester, MA 01602	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Waldo Macomber 126 Mt. Mansie Crossing Oxford, MA 01742	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Thomas Flood, M.D. 9 Cedar Hill Road Dover, MA 02030	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Adam D. Grosvenor 7 Box Run Road Bedford, MA 01730	D	\$12,075	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175	

TECHNICO GROUP I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Oral D'Orsi, M.D. 147 Ford Road Salem, MA 01776	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Frank A. Lundy, M.D. 215 Grandview Lane Corpus Christi, TX 78404	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Thomas A. Rimmer, M.D. & Tranquillina R. Rimmer, M.D. 85 Country Club Road Newton Centre, MA 02459	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Lawrence M. Hogg, M.D. 300 Mainway Circle Manchester, NH 03103	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Vincent J. Bufalino, M.D. 1517 Daring Lombard, IL 60148	E	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Robert L. and Diane K. E. Samsel, Joint Tenants with Rights of Survivorship 425 Tamerton Parkway Barr Ridge, IL 60021	E	\$11,325	\$2,425	\$2,850	\$2,550	\$2,325	\$1,175	
Edward G. Lutz, M.D. 30 Riverside Road Providence, RI 02906	E	\$11,325	\$2,425	\$2,850	\$2,550	\$2,325	\$1,175	
Lois C. Collins, M.D. 105 Strata Drive Houston, TX 77024	E	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
M. Robert Kiplinger 3808 Washington Boulevard St. Louis, MO 63108	E	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	

TABLEDOW GROUP I LEADERS' SPENDING

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Charles A. Sanders, M.D. E 70 Independence Drive Princeton, NJ 08540		\$22,680	\$4,880	\$5,700	\$5,100	\$4,680	\$2,350	
James A. Hinton E 36 Tall Pine Road Middford, CT 06480		\$22,680	\$4,880	\$5,700	\$5,100	\$4,680	\$2,350	
Stewart D. Swenson E & Sylvia Swenson 17 Ridgeway Road Point Washington, NY 11050		\$22,680	\$4,880	\$5,700	\$5,100	\$4,680	\$2,350	
Charles D. Tardo E 7 Beacon Place Ridgelyfield, CT 06877		\$22,680	\$4,880	\$5,700	\$5,100	\$4,680	\$2,350	
H. Peter Karoff A 100 Prince Street W. Newton, MA 02465		\$79,275	\$16,975	\$19,950	\$17,850	\$16,275	\$8,225	
Peter D. O'Connor A 51 Essex Street Quincy Hill, MA 02267		\$79,275	\$16,975	\$19,950	\$17,850	\$16,275	\$8,225	
James Haller A 24 Hickory Hill Road Wayland, MA 01781		\$79,275	\$16,975	\$19,950	\$17,850	\$16,275	\$8,225	
Jay H. Montgomery A 10 Prospect Street Sunderbury, MA 01545		\$79,275	\$16,975	\$19,950	\$17,850	\$16,275	\$8,225	

FOULMOOD GRIND I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
The March Company, Inc. 75 Federal Street Boston, MA 02110	B		\$50					
H. Peter Maroff 100 Prince Street W. Boston, MA 02165	C	)						
		)						
		)						
		)						
Peter D. O'Quinn 51 Essex Street Oxheart Hill, MA 02167	C	)						
		)						
		)						
		)						
Jacques Heller 24 Hickory Hill Road Weyland, MA 01778	C	)	\$50					
		)						
		)						
Jay E. Montgomery 10 Prospect Street Sunderbury, MA 01545	C	)						
		)						
		)						
		)						



# LP 15592

## CORPORATION INFORMATION SERVICES, INC.

502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171  
MAILING ADDRESS: Post Office Box 10329 Tallahassee, FL 32302  
TOLL FREE IN FLORIDA 1-800-342-8088

ORDER NO.	ORDER DATE	CUSTOMER NO.	TX CODE	REFERENCE
29545	4/26/84 courier	03791	012	Tanglewood Green I, etc. - B. Weinberger

### DESCRIPTION

#### AMENDMENT/CERTIFIED COPY

Date filed

006 11-11-84

006 11-11-84

006 11-11-84

1. Tanglewood Green I Limited Partnership

2. Tanglewood Green II Limited Partnership

Amendments to be filed on each.

CIS to prepay state fees of \$45.00 e

Call back as per request from Ms.  
Bethany Weinberger.

\*Document s received by Airborne

C. TAX

FLING

R. AGENT FEE

C. COPY

TOTAL

N. BANK

BALANCE DUE

REFUND

NAME:

The March Company  
75 Federal Street  
Boston, Massachusetts 02110

TELEPHONE NO.: 617-542-2555

Name	Availability
Document	4-22-84
Examiner	dp 11/4
Updater	dp 11/4
Verifier	DM
Approval	dp
W. P. Verifier	DM

TANGLEWOOD GREEN I LIMITED PARTNERSHIP

(A Florida Limited Partnership)

FIFTH AMENDMENT TO

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

FIFTH AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (herein called this "Amendment"), dated as of April 23, 1984, by and between Robert March Jones, M.D., Lee E. Smith, M.D., Alan J. Berko, D.D.S., Iffat Ghani & M. Tarig Kamal Ghani, M.D., Joint Tenants with Rights of Survivorship, Muhammad Khaliq Riaz, M.D., Michael W. Orth, M.D., Albert J. Bunta, M.D. (herein called the "Substitute Partners" or "Class E Partners"), and each of the persons designated as General Partner and Limited Partners (such General Partner and Limited Partners herein collectively called the "Partners") in Exhibit A to the First Amendment to Certificate and Agreement of Limited Partnership dated as of December 28, 1983, as amended by the Second Amendment to Certificate and Agreement of Limited Partnership dated as of January 30, 1984, as amended by the Third Amendment to Certificate and Agreement of Limited Partnership dated February 27, 1984, as amended by the Fourth Amendment to Certificate and Agreement of Limited Partnership dated March 28, 1984 (such Certificate and Agreement herein called the "Agreement") of Tanglewood Green I Limited Partnership, a Florida limited partnership (herein called the "Partnership"). The Agreement was filed with the Secretary of State of Florida and is to be amended hereby.

**PRELIMINARY STATEMENT**

The Partners desire to correct certain clerical and ministerial errors in the Agreement, and H. Peter Karoff, Peter D. O'Connor, Jerome Heller and Jay H. Montgomery (herein called the "Withdrawing Partners"), in their individual capacities as Class A Limited Partners of the Partnership, as constituted under the Agreement, have transferred their Class A limited partnership interests as such Limited Partners in the Partnership to the Substitute Partners, and the Withdrawing Partners are retiring as Class A Limited Partners of the Partnership. The General Partner in the Partnership has consented, pursuant to paragraph 21 of the Agreement, to the admission of the Substitute Partners to the Partnership as Class E Limited Partners, and to the redemption of the interest of the Withdrawing Partners.

The parties hereto do hereby agree, swear and certify as follows:

1. Exhibit A attached to the Agreement is hereby deleted in its entirety and there is substituted in its place, as of the date hereof, the names, residences and capital contributions of the Partners and the Substitute Partners as set forth in Exhibit A hereto, such Exhibit to constitute Exhibit A to the Agreement (as referred to therein) as of the date hereof.

2. By executing this Amendment, the Withdrawing Partners hereby withdraw as Class A Limited Partners, to the extent so indicated by Exhibit A, of the Partnership as of the date hereof and agree that they have no right, claim or cause of action against the Partnership or the Partners thereof, as such Class A Limited Partners, for Cash Flow (as defined in the Agreement) or any other item of Partnership income, gain, loss, deduction or credit for Federal income tax purposes with respect to such interest. The General Partner of the Partnership, for himself and for the Partnership, hereby releases the Withdrawing Partners from any and all rights, claims, or causes of action of the Partnership or the General Partner thereof in connection with said Class A Limited Partnership interests of the Withdrawing Partners in the Partnership.

3. By execution hereof, the General Partner hereby consents and agrees, in accordance with paragraph 21 of the Agreement, to the admission of the Substitute Partners to the Partnership.

4. By execution hereof, the General Partner hereby consents and agrees, in accordance with paragraph 21 of the Agreement, to the admission of the Substitute Partners to the Partnership.

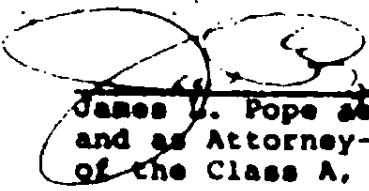
5. In all other respects, the Agreement is hereby ratified and confirmed and shall remain in full force and effect as written. The parties hereto, by themselves or through their true and lawful attorneys appointed pursuant to paragraph 18(1) of the Agreement, have the full power, authority and legal right to execute this Amendment, without the consent, approval or other act by any other person.

---

6. The General Partner shall file with the Secretary of State of Florida a copy of this Amendment, pursuant to the laws of the State of Florida as the certificate of limited partnership of the Partnership to amend the Agreement.

7. This Amendment may be executed in counterparts, and all such counterparts, as so executed, shall constitute one agreement binding upon all the parties hereto.

IN WITNESS WHEREOF, the Substitute Partners and the Withdrawing Partners, and each of the Partners have hereunto set their hands and seals as of the date first above written.

  
James L. Pope as General Partner  
and as Attorney-in-Fact on behalf  
of the Class A, Class C and Class D  
Limited Partners listed below:

CLASS A LIMITED PARTNERS

Edmund Zavaglia  
William B. Mitchell  
Colin R. McArdle, M.D.  
Michael N. Wood  
Carl A. Anderson, M.D.  
Mian M. Ashraf, M.D.  
Dolores Sternberg  
Edward E. Jacobs, Jr.  
William J. Metz  
Richard M. Herman, M.D.  
James P. Gilligan, M.D.  
David Shirazi  
Richard S. Bakulski  
Wayne H. Kilbey  
Richard C. & Linda R. Ashworth,  
Joint Tenants with  
Rights of Survivorship  
Frank MacDonald  
Edward Smith, M.D.  
James C. Dangle, M.D.  
Kavin W. & Virginia C. Moody,  
Joint Tenants with  
Rights of Survivorship  
Imburgia, Imburgia, By Anthony  
J. Imburgia and Anthony E.  
Imburgia  
Stephan Thernstrom  
Robert Hou  
Charles J. Reilly, Jr., D.D.S.  
Henry Lerner, M.D.  
Anthony J. Parkinson  
I. Joseph Costa, Jr.  
David M. Pouliotte  
Dennis A. Nolin  
William E. Poplack & Barbara  
Poplack, Joint Tenants with  
Rights of Survivorship  
Eric G. Sandquist  
Michael J. Twomey, M.D.  
Gerald J. Kelley  
Rudolph P. Lia  
Joyce M. Denney

CLASS C LIMITED PARTNERS

H. Peter Karoff  
Peter D. O'Connor  
Jerome Heller  
Jay H. Montgomery

CLASS D LIMITED PARTNERS

Charles L. Pfeil  
Waldo Newcomer  
Thomas Flood, M.D.  
Adam Crescenzi  
Carl D'Orsi, M.D.  
Frank A. Luckay, M.D.  
  
Thomas A. Risser, M.D. &  
Tranquilina R. Risser, M.D.  
Lawrence M. Hoepp, M.D.

CLASS E LIMITED PARTNERS

Vincent J. Bufalino, M.D.  
Robert L. and Diana K.  
Somrek, Joint Tenants with  
Rights of Survivorship  
Edward G. Lund, M.D.  
Lois C. Collins, M.D.  
W. Bogert Kiplinger  
Charles A. Sanders, M.D.  
James A. Hanlon  
Sherrell D. Swanson &  
Sylvia Swanson  
Robert March Jones, M.D.  
Lee E. Smith, M.D.  
Alan J. Berko, D.D.S.  
Iffat Ghani & M. Tarig Kamal Ghani,  
M.D., Joint Tenants with Rights  
of Survivorship  
Muhammad Khalia Riaz, M.D.  
Michael W. Orth, M.D.  
Albert J. Bunta, M.D.

STATE OF FLORIDA

COUNTY OF BREVARD

)  
) ss.:  
)

On this the 6th day of April, 1984, before me, Carol Jenkins, the undersigned officer, personally appeared James L. Pope, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as General Partner and on behalf of the aforementioned Class A Limited Partners pursuant to their powers of attorney granted to him as General Partner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carol Jenkins  
Notary Public

My commission expires:

(Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 10 1985  
BONDED THIRD GENERAL INS., UNDERWRITERS

**WITHDRAWING LIMITED PARTNER**

**Signature**

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK )

On this the 19<sup>th</sup> day of April, 1984, before me,  
Donna M. Pizzo, the undersigned officer, personally appeared  
Peter D. O'Connor, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument  
and acknowledged that he executed the same for the purposes  
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

Barbara M. [Signature]  
Notary Public

My commission expires:

(Notarial Seal)

8/16/85



8/16/85

WITHDRAWING LIMITED PARTNER

Signature \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.:  
COUNTY OF SUFFOLK )

On this the 26<sup>th</sup> day of April, 1984, before me,  
Donna M. Pizzo, the undersigned officer, personally appeared  
Jay H. Montgomery, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument  
and acknowledged that he executed the same for the purposes  
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

Donna M. Long  
Notary Public

My commission expires:

(Notarial Seal)

8/16/85

WITHDRAWING LIMITED PARTNER

*H. Peter Karoff*  
Signature

COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF SUFFOLK ) ss.:  
)

On this the <sup>19<sup>th</sup></sup> day of ~~January~~ <sup>April</sup>, 1984, before me,  
Donna M. Pizzo, the undersigned officer, personally appeared  
H. Peter Karoff, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument  
and acknowledged that he executed the same for the purposes  
therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

*Donna M. Pizzo*  
Notary Public

My commission expires:

(Notarial Seal)

2/11/85

CLASS B LIMITED PARTNER

THE MARCH COMPANY, INC.

By

H. Peter Karoff, President

(Corporate Seal)

Attest:

By

Bethany D. Weinberger  
Assistant Clerk

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

)  
) ss.:  
)

On this the 19<sup>th</sup> day of April, 1984, before me,

Donna M. Pizzo, the undersigned officer, personally appeared H. Peter Karoff, who acknowledged himself to be the President of The March Company, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto subscribed my hand and affixed my official seal.

Donna M. Pizzo  
Notary Public

My commission expires:

(Notarial Seal)

August 16, 1985

WILKINSON GREEN I LIMITED PARTNERSHIP

EXHIBIT A

General Partners

<u>Name</u>	<u>Class</u>	<u>Address</u>	<u>Capital Contribution</u>
James L. Roper	General Partner	P. O. Box 935 Melbourne, Florida 32935	\$50

Limited Partners

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Edward Zampella 4 Tarford Terr. Basking Ridge, NJ 07920	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
William B. Mitchell 107 High Ridge Road Bedford, MA 01921	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Colin R. McFadden, M.D. 31 Weybridge Street Brookline, MA 02146	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Michael M. Wood 15 Linden Street So. Hamilton, MA 01982	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Carl A. Anderson, M.D. 64 Greenhill Road Westwood, MA 02090	A	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Mian M. Ashraf, M.D. 358 Glen Road Weston, MA 02193	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Dolores B. Shattuck 7648 So. Lowell Avenue Skokie, IL 60076	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Edward E. Jacobs, Jr. 60 Willemsley Road Belmont, MA 02178	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350

TABLED GREEN I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
William J. Metz 436 Lafayette Street Salon, MA 01970	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Richard M. Hower, M.D. A 15 Russell Road Portland, ME 04102		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
James F. Gilligan, M.D. A 21 Berkeley Street Cambridge, MA 02138		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Wayne H. Kilbey A 64 Harrington Woods Parkway Bay Village, OH 44140		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Richard C. & Linda R. A Ashworth, Joint Tenants with Rights of Survivorship 21 Beaver Drive Shrewsbury, MA 01545		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Francis J. MacDonald A 67 Butternut Lane Methuen, MA 01844		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Edward H. Smith, M.D. A & Anne C. Smith, Joint Tenants with rights of Survivorship 33 Gate House Road Grafton Hill, MA 02627		\$24,750	\$600	\$6,250	\$5,700	\$5,100	\$4,650	\$2,350
James Coley Dingle, M.D. A 23 Gleason Road Sudbury, MA		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Ravin W. & Virginia C. A Moody, Joint Tenants with Rights of Survivorship 137 Stone Root Lane Concord, MA 01742		\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175

UNIVERSAL GREEN I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Riburga, Riburga By Anthony J. Riburga and Anthony E. Riburga P. O. Box 36 Winnetka, IL 60090	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Stephen Thurnstrom 1445 Massachusetts Avenue Lexington, MA 02173	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Robert Vincent Hsu 322b Highway 101, North Plymouth, MI 58447	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles J. Reilly, Jr., D.D.S. 3 Sandstone Trail New City, NY 10956	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Henry Lerner, M.D. 180 Allerton Rd. Boston, MA 02161	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Anthony J. Radcliff 7 Eastern Place New York, NY 10022	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
L. Joseph Costa, Jr. P.O. Box 123 Roxbury, CT 06863	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
David M. Paulkotte Box 147 Epsom, NH 03234	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Dennis A. Holin RFD #2, Box 372 Orchardton, NH 03263	A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

DECLARED GREEN I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
William E. Poplack & Barbara Poplack, Joint Tenants with rights of Survivorship 114 Kirkstall Road Newton, MA 02160	A	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175
Eric G. Sandquist 83 Alfred Rd. Milton, MA 02186	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Michael J. Tenny, M.D. A 33 Rathlean Dr. Andover, MA 01810		\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles J. Kelley Junior Penn Rd. Peterborough, NH 03468	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Ralph F. Lia RD #2, Box 2412 Shelburne, VT 05482	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Joyce M. Denny Woodside Lane Beverport, ME 04032	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles L. Pfaff 35 S. Lenoir Street Winchester, MA 01890	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Waldo Macomber 126 Mt. Meadow Crossing Concord, MA 01742	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Thomas Flood, M.D. 9 Cedar Hill Road Dover, MA 02030	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Adam D. Owsen 7 Fox Run Road Bedford, MA 01730	D	\$12,075	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175	



TRILLWOOD GREEN I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Carl D'Ondi, M.D. 147 Road Road Salem, MA 01776	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Bank A. Luskay, M.D. 315 Chandler Lane Cypress Christi, TX 79404	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Thomas A. Rissner, M.D. & Tranquillina R. Rissner, M.D. 85 Country Club Road Newton Centre, MA 02459	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Lawrence M. Hogg, M.D. 300 Peabody Circle Manchester, NH 03103	D	\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Vincent J. Bufalino, M.D. 1987 Downing Lombard, IL 60148	E	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Robert L. and Diana K. E. Sussak, Joint Tenants with Rights of Survivorship 425 Thornton Parkway Burr Ridge, IL 60521	E	\$11,325	\$2,425	\$2,850	\$2,550	\$2,325	\$1,175	
Edward G. Lind, M.D. 30 Backside Road Providence, RI 02906	E	\$11,325	\$2,425	\$2,850	\$2,550	\$2,325	\$1,175	
Lois C. Collins, M.D. 105 Shasta Drive Houston, TX 77024	E	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
M. Robert Kiplinger 3838 Washington Boulevard St. Louis, MO 63108	E	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	

TRILLWOOD GREEN I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
Charles A. Sardone, M.D. E 70 Independence Drive Princeton, NJ 08540		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
James A. Harkin E 36 Tall Pine Road Milford, CT 06460		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
James D. Searson E & Sylvia Searson 17 Ridgeway Road Point Washington, NY 11080		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Robert March Jones, M.D. E 123 Oakgrove Avenue Blumfield, W 24701		\$113,250	\$24,250	\$28,500	\$25,500	\$23,250	\$11,750	
Lee E. Smith, M.D. E 1017 Grosvenor Drive Blumfield, W 24701		\$113,250	\$24,250	\$28,500	\$25,500	\$23,250	\$11,750	
Alan J. Budo, D.D.S. E 11 Drumer Road Aston, PA 01720		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Edith Gurd & M. Thiry E Natal Gurd, M.D., Joint Tenants with Rights of Survivorship 2 South 657 Vanden Avenue Oak Brook, IL 60521		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Muhammad Khalil Riaz, M.D. E 1780 Ridgewood Lane Hoffman Estates, IL 60195		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Michael W. Orth, M.D. E 615 Courtland Circle Western Springs, IL 60899		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Albert J. Santa, M.D. E 821 Merrill Woods Road Hinsdale, IL 60521		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	

DECEASED GREEN I LIMITED PARTNERSHIP

<u>Name</u>	<u>Class</u>	<u>Aggregate Capital Contribution</u>	<u>Capital Contribution First Installment</u>	<u>Capital Contribution Second Installment</u>	<u>Capital Contribution Third Installment</u>	<u>Capital Contribution Fourth Installment</u>	<u>Capital Contribution Fifth Installment</u>	<u>Capital Contribution Sixth Installment</u>
The March Company, Inc. 75 Federal Street Boston, MA 02110	B		\$50					
H. Peter Maroff 100 Prince Street W. Newton, MA 02165	C	)						
Peter D. O'Connor 51 Essex Street Chestnut Hill, MA 02167	C	)						
James Heller 24 Hickory Hill Road Weyland, MA 01778	C	)						
Jay H. Montgomery 10 Prospect Street Shrewsbury, MA 01545	C	)						

**IMPORTANT:**

THIS IS A 90 DAY NOTICE OF INTENT TO REVOKE AUTHORITY  
DUE DATE ON OR BEFORE DECEMBER 31, 1983

**LIMITED PARTNERSHIP****ANNUAL REPORT****1984**

FLORIDA DEPARTMENT OF STATE  
Toussaint Freeburn  
Secretary of State  
DIVISION OF CORPORATIONS

**FILED**

SEP - 6 1984

Read Notice and Instructions on Other Side Before Making Entry  
Filing Fee Required - Make Checks Payable To: **SECRETARY OF STATE**

1 Name and Mailing Address of Limited Partnership

A15592  
TANGLEWOOD GREEN I LIMITED PARTNERSHIP  
P.O. BOX 935  
MELBOURNE, FL 32935

If above address is incorrect in any way enter the correct address  
in Item 2 include Zip Code

Principal Office or Address of Limited Partnership

Mailing Address

Principal Street Address

City

State

Zip Code

3 Date Registered To Do Business in Florida 10/27/1983

4 State or Country of Formation

FLORIDA

5 Amount of Capital Contributions \$1,434,000.00

CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS  
CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS  
OFFICE

Name

Availability

Document

Filing

L.R.

L.R.

L.R.

L.R.

L.R.

L.R.

L.R.

Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$30.00 nor more than \$250.00.

For questions concerning capital contributions or filing fees please call (804) 498-0840.

6a Name and Street Address of each General Partner

Names of General Partner(s)

Street Address of Each  
General Partner(s)  
(Do NOT Use Post Office Box Numbers)

City and State

James L. Pope

2720 Golf Lake Cr #114

Melbourne, FL 32935

C. TAX 250

FILING 250

R. AGENT FEE

C. CO.

TOTAL 250

7. IMPORTANT - THIS SECTION MUST BE COMPLETED  
Has this limited partnership amended its certificate  
to reflect an increase in the capital contributions  
since the last annual report?

N/A-First

N. BARR

BALANCE DUE

REFUND

7. IMPORTANT - THIS SECTION MUST BE COMPLETED  
Has all amendments been filed with this office?

YES ☒ NO ☐

Date

Aug 29, 1984

Typed Name of Signing General Partner

Title

General Partner

Telephone Number

(305) 242-1200

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, this day personally appeared James L. Pope being duly sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct.

SWORN TO AND SUBSCRIBED before me this 29th

Notary Public  
Carol Jenkins

My commission expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE


MY COMMISSION EXPIRES MAR 18 1985

BONDED \$10,000 GENERAL REG. 1000000000000000

REPORTANT:

DUE DATE ON OR BEFORE JANUARY 1, 1985

LIMITED PARTNERSHIP  
ANNUAL REPORT  
**1985**



CLERK OF THE SUPREME COURT  
George Firestone  
Secretary of State  
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

**FILED**  
**JAN 15 5 12 PM '85**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

Read Notice and Instructions on Other Side Before Making Entries  
Filing Fee Required - Make Checks Payable To: Secretary of State

1 Name and Mailing Address of Limited Partnership  
  
**A15592  
TANGLEWOOD GREEN I LIMITED PARTNERSHIP  
P.O. BOX 935  
MELBOURNE, FL 32935**

2 Enter Change of Address of Limited Partnership  
Mailing Address  
Principal Street Address  
City  
State  
Zip Code

3 Date Registered To Do Business in Florida  
**10/27/1983**

4 State or Country of Formation  
**FLORIDA**

5 Amount of Capital Contributions  
**\$1,434,400.00**  
CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE

Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$30.00 nor more than \$250.00. For questions concerning capital contribution or filing fees please call (904) 488-9840.

Name of General Partner(s)	Street Address of Each General Partner(s) (Do NOT Use Post Office Box Numbers)	City and State
James L Pope	2720 Golf Lake Cr #114	Melbourne, FL 32935

Notary  
Auditor  
Document Examiner  
Notary  
Verifier  
Date  
W. P. ...

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

7. IMPORTANT - THIS SECTION MUST BE COMPLETED  
Has this limited partnership amended its certificate to reflect an increase in the capital contributions since the last annual report?  
YES ☐ NO ☒

7a. IMPORTANT - THIS SECTION MUST BE COMPLETED  
Have all amendments been filed with this office?  
(Note: If answer is NO, this report cannot be processed until all amendments have been filed)  
YES ☒ NO ☐

Signature  
**James L Pope**  
Title  
**General Partner**  
Date  
**January 8, 1985**  
Telephone Number  
**(305) 242-1200**

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, this day personally appeared James L Pope who being duly sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct.

SWORN TO AND SUBSCRIBED before me this 8th day of January 19 85

My commission expires My Commission Expires Nov 2, 1985  
Notary Public  
*Debra Z Campa*

IMPORTANT:

DUE DATE ON OR BEFORE JANUARY 1, 1986

LIMITED PARTNERSHIP  
ANNUAL REPORT

1986



FLORIDA DEPARTMENT OF STATE  
George F. Freestone  
Secretary of State  
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE

FILED

DEC 26 3 03 PM '85

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Read Notice and Instructions on Other Side Before Making Entries  
Filing Fee Required - Make Checks Payable To: Secretary of State

1 Name and Mailing Address of Limited Partnership		2 Enter Change of Address of Limited Partnership	
<p>A15592 TANGLEWOOD GREEN I LIMITED PARTNERSHIP P.O. BOX 935 MELBOURNE, FL 32935</p>		<p>Mailing Address</p>	
		<p>Principal Street Address</p>	
		<p>City</p>	
		<p>State Zip Code</p>	

If above address is incorrect in any way, enter the address in Item 2. Include Zip Code.

3 Date Registered To Do Business in Florida 10/27/1983	4 State or County of Formation FLORIDA	Filing Fee \$250
5 Amount of Capital Contributions \$1,434,400.00		Document Examiner TLL
CAPITAL CONTRIBUTION IS DEFINED AS THE LIMITED PARTNERS CONTRIBUTIONS AS ORIGINALLY FILED OR LAST AMENDED WITH THIS OFFICE.		Up Date 12/20/85
		Up Date Verifier TLL
		Acknowledgement TLL
		W.P. Verifier TLL

Filing fee is figured at the rate of \$4.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$30.00 nor more than \$250.00. For questions concerning capital contributions or filing fees please call (804) 486-6840. ~~Annual Report with a restatement of U.S. District Court at one of a Florida corporation located in the U.S.~~

6a Name and Street Address of each General Partner		
Names of General Partner(s)	Street Address of Each General Partner(s) (Do NOT Use Post Office Box Numbers)	City and State
POPE, JAMES L.	2720 GOLF LAKE CR #114	MELBOURNE, FL

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

7. IMPORTANT-THIS SECTION MUST BE COMPLETED Has this limited partnership amended its certificate to reflect an increase in the capital contributions since the last annual report? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		7a. IMPORTANT-THIS SECTION MUST BE COMPLETED Have all amendments been filed with this office? (Note: If answer is NO, this report cannot be processed until all amendments have been filed) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Signature 		Date December 16, 1985	
Typed Name of Signing General Partner James L. Pope		Telephone Number (305) 242-1200	

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, this day personally appeared James L. Pope who being duly sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct.

SWORN TO AND SUBSCRIBED before me this 16th day of December 1985

My commission expires  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV 13, 1989  
BONDED THRU GENERAL INS. CO.

Notary Public

# A15592

90<sup>00</sup>

## CORPORATION INFORMATION SERVICES, INC.

502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171  
MAILING ADDRESS: Post Office Box 10329 Tallahassee, FL 32302  
TOLL FREE IN FLORIDA 1-800-342-8086

ORDER NO.	ORDER DATE	CUSTOMER NO.	TR. NO.	REFERENCE																		
054956	12/16/86	13791	12	Tanglewood Green Assoc....Bethany P.																		
Mail - 11:30																						
DESCRIPTION																						
LIMITED PARTNERSHIP AGREEMENT/ CERTIFIED:																						
1. Tanglewood Green I Limited Partnership 2. Tanglewood Green II Limited Partnership																						
12/23/86 20047 003 LIMITED PARTNERSHIPS CERT/PHOTO COPY 15.00 LTD PARTNERSHIP 30.00 ===== TOTAL 45.00																						
CIS TO PREPAY STATE FEES OF \$90.00																						
Mail back to Bethany D. Reinhermer by regular mail.																						
<div style="position: absolute; top: 50px; right: 50px; transform: rotate(-45deg); font-family: cursive;">             no charge              IN CONTS           </div> <div style="position: absolute; top: 100px; right: 50px; text-align: center;">             FILED              DEC 15 PM 3 20              TALLAHASSEE, FLORIDA              15              45           </div>																						
NAME:		<table border="1"> <tr><td>Name</td><td>12-586</td></tr> <tr><td>Availability</td><td></td></tr> <tr><td>Document</td><td></td></tr> <tr><td>Examiner</td><td>Tu 11/11</td></tr> <tr><td>Updater</td><td>12/15/86</td></tr> <tr><td>Updater</td><td></td></tr> <tr><td>Verifier</td><td>Tu</td></tr> <tr><td>Acknowledgement</td><td>Tu</td></tr> <tr><td>W. F. Verifier</td><td>Tu</td></tr> </table>			Name	12-586	Availability		Document		Examiner	Tu 11/11	Updater	12/15/86	Updater		Verifier	Tu	Acknowledgement	Tu	W. F. Verifier	Tu
Name	12-586																					
Availability																						
Document																						
Examiner	Tu 11/11																					
Updater	12/15/86																					
Updater																						
Verifier	Tu																					
Acknowledgement	Tu																					
W. F. Verifier	Tu																					
The March Company 75 Federal Street Boston, Massachusetts 02110																						
TELEPHONE NO.: 617-542-2555																						

CORPORATION INFORMATION SERVICES, INC., uses standard reasonable care in obtaining the information shown from the appropriate agency or office, per your request. However, the ultimate responsibility for establishing the facts with the filing office and we accept no liability for error or omission.

TANGLEWOOD GREEN I LIMITED PARTNERSHIP

(A Florida Limited Partnership)

SIXTH AMENDMENT TO

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

SIXTH AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (herein called this "Amendment"), dated as of January 1, 1986, by and between Robert E. Young (herein called the "Substitute Partner"), and each of the persons designated as General Partner and Limited Partners (such General Partner and Limited Partners herein collectively called the "Partners") in Exhibit A to the First Amendment to Certificate and Agreement of Limited Partnership dated as of December 28, 1983, as amended by the Second Amendment to Certificate and Agreement of Limited Partnership dated as of January 30, 1984, by the Third Amendment to Certificate and Agreement of Limited Partnership dated February 27, 1984, by the Fourth Amendment to Certificate and Agreement of Limited Partnership dated March 28, 1984, and by the Fifth Amendment to Certificate and Agreement of Limited Partnership dated April 23, 1984 (such Certificate and Agreement herein called the "Agreement") of Tanglewood Green I Limited Partnership, a Florida limited partnership #A15592 (herein called the "Partnership"). The Agreement was filed with the Secretary of State of Florida and is to be amended hereby.



PRELIMINARY STATEMENT

Michael J. Twomey (herein called the "Defaulting Partner"), in his capacity as a Limited Partner of the Partnership, as constituted under the Agreement, has failed to pay the Fourth Installment of his capital contribution, as required by Paragraph 7(b) of the Agreement, and the Defaulting Partner is being replaced with the Substitute Partner who shall acquire the interest of the Defaulting Partner in the Partnership and become a Class A Limited Partner of the Partnership. The General Partners have consented, pursuant to Paragraph 7(e) of the Agreement, to the acquisition of the Interest of the Defaulting Partner by the Substitute Partner and to the admission of the Substitute Partner to the Partnership as a Class A Limited Partner.

The parties hereto do hereby agree, swear and certify as follows:

1. By executing this Amendment, the Substitute Partner, pursuant to Paragraph 7(e) of the Agreement, hereby accepts all of the terms and provisions of the Agreement and assumes the obligations of a Class A Interest thereunder as of the date hereof, and represents and warrants that he is acquiring his Class A Interest in the Partnership for his own account for investment and not with a view to the distribution thereof and that such Interest will not be transferred in the absence of an opinion of counsel satisfactory to the General

Partners that registration is not required under the Securities Act of 1933, as then in effect or under applicable state securities laws, if any. The Substitute Partner represents and warrants that he is over the age of twenty-one (21) years.

2. Exhibit A attached to the Agreement is hereby deleted in its entirety and there is substituted in its place, as of the date hereof, the names, residences and capital contributions of the Partners, and the Substitute Partner as set forth in Exhibit A hereto, such Exhibit to constitute Exhibit A to the Agreement (as referred to therein) as of the date hereof.

3. By execution hereof, the General Partners hereby consent and agree, in accordance with Paragraph 7(e) of the Agreement, to the admission of the Substitute Partner to the Partnership as a Class A Partner.

4. In all other respects, the Agreement is hereby ratified and confirmed and shall remain in full force and effect as written. The parties hereto, by themselves or through their true and lawful attorneys appointed pursuant to paragraph 18(i) of the Agreement, or by Special Power of Attorney, have the full power, authority and legal right to execute this Amendment, without the consent, approval or other act by any other person.

5. The General Partner shall file with the Secretary of State of Florida a copy of this Amendment, pursuant to the

laws of the State of Florida as the certificate of limited partnership of the Partnership to amend the Agreement.

6. This Amendment may be executed in counterparts, and all such counterparts, as so executed, shall constitute one agreement binding upon all the parties hereto.

IN WITNESS WHEREOF, the Substitute Partner and each of the Partners have hereunto set their hands and seals as of the date first above written.

SUBSTITUTE LIMITED PARTNER

  
Robert E. Young

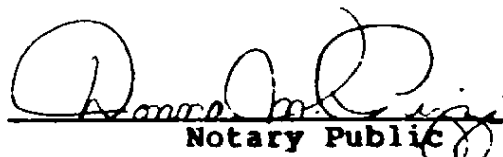
COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK )

On this the 1st day of December, 1986, before me,  
Donna Pizzo, the undersigned officer, personally appeared  
Robert E. Young, known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument  
and acknowledged that he executed the same for the purposes  
therein contained.

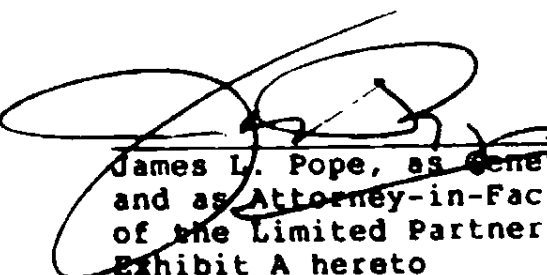
IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

  
Notary Public

My commission expires:

(Notarial Seal)

July 31, 1992

  
James L. Pope, as General Partner  
and as Attorney-in-Fact on behalf  
of the Limited Partners listed on  
Exhibit A hereto

STATE OF FLORIDA                    )  
COUNTY OF Brevard            ) ss.:

On this the 5 day of December, 1986, before  
me Debra L. Campos, the undersigned officer, personally  
appeared James L. Pope, who acknowledged himself to be the  
General Partner of the Partnership, and that he, individually as  
such General Partner, and as attorney-in-fact for the Limited  
Partners, being authorized so to do, executed the foregoing  
instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto subscribed my hand and  
affixed my official seal.

  
Notary Public

My commission expires:

(Notarial Seal)

July 31, 1992

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV 13, 1989  
RENDED THRU GENERAL INS. UND.

Tanglewood Green I Limited Partnership

Schedule A

General Partner

Name

Address

Capital Contribution

James L. Pope  
P. O. Box 935  
Melbourne, FL 32935

50.00

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Edward A. Zarembka 4 Tuxford Terrace Beakling Ridge, NJ 07920	A	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
William B. Mitchell 107 High Ridge Road Beverford, MA 01921	A	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Carl R. Beaulieu, M.D. 31 Weybridge Street Beverford, MA 02146	A	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Michael B. Ward 15 Linden Street So. Norwalk, MA 01982	A	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Carl A. Anderson, M.D. 44 Emerald Hill Road Westwood, MA 02090	A	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00

# Tanglewood Green I Limited Partnership

## Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Dolores B. Sternberg 7668 No. Lowell Avenue Skokie, IL 60076	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Edward E. Jacobs, Jr. 60 Willesey Road Belmont, MA 02178	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
William J. Metz 106 Elm Street No. Easton, MA 02356-1635	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Richard M. Norman, M.D. 15 Presnell Road Portland, ME 04102	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
James F. O'Hilligan, M.D. 21 Berkeley Street Cambridge, MA 02138	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Wayne H. Kilbey 64 Huntington Woods Parkway Bay Village, OH 44140	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Richard C. Ashworth and Linda B. Ashworth, JTAs 21 Beaver Drive Shrewsbury, MA 01545	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Edward B. Smith, M.D. and Jerry C. Smith, JTAs 33 Gatehouse Road Chester Hill, MA 02167	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

# Tanglewood Green I Limited Partnership

## Limited Partners

Name	Class	Capital Contribution	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
		Total						
James C. Dangel, M.D. 23 Gracious Road Burlington, MA 01778	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Kevin W. Moody and Virginia C. Moody, Jt. Mors 137 Stone Root Lane Concord, MA 01742	A	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00
Isaburgie, Isaburgie by Anthony J. & Anthony E. Isaburgie PO Box 36, Waukegan, IL 60070	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Stephen Thurnstrom 1445 Massachusetts Avenue Lexington, MA 02175	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Robert Vincent New 3225 Highway 101, North Plymouth, MA 05447	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Charles J. Reilly, Jr., D.D.S. 3 Sandstone Trail New City, NY 10956	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Henry Lerner, M.D. 180 Allerton Road Newton, MA 02451	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Anthony J. Partington 7 Beddman Place New York, NY 10022	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00



# Tanglewood Green I Limited Partnership

## Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
I. Joseph Costa, Jr. P. O. Box 123 Rumney, CT 06453	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2750.00
David M. Poulotte Box 147 Epsom, NH 03234	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Daniel A. Ho in 979 62, Box 372 Chichester, NH 03035	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
William E. Poplack and Barbara Poplack, JTs 114 Kirtstall Road Newton, MA 02160	A	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00
Robert E. Young 12 Tanglewood Road Bedford, MA 01921	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
James R. Burney Woodside Lane Frederick, ME 04032	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Charles L. Pyell 6212 Crossroads Dr. Clifton, NJ 07004-2227	B	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Walter Sussman 126 Red Maple Crossing Camden, NJ 07142	B	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

Tanglewood Green I Limited Partnership

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Thomas Flood, M.D. 9 Cedar Hill Road Dover, MA 02030	D	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Adam D. Crescenzi 7 Fox Run Road Bedford, MA 01730	D	12075.00	3175.00	2850.00	2550.00	2325.00	1175.00	0.00
Carl D'Oneal, M.D. 147 Ford Road Bedbury, MA 01776	D	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Frank A. Luchay, M.D. 215 Chandler Lane Corpus Christi, TX 78406	D	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Thomas A. Rieger, M.D. 2 Tranquillina R. Rieger, M.D. 85 Country Club Road Newton Centre, MA 01259	D	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Vincent J. Bufalino, M.D. 1917 Downing Lombard, IL 60148	E	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Robert L. Samrak 2 Diane K. Samrak, JTMDS 425 Tawerton Parkway Burr Ridge, IL 60521	E	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00
M. Robert Kiplinger 3621 Oliver Street St. Louis, MO 63106	E	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

Longwood Green I Limited Partnership  
Limited Partners

Name	Class	Capital	Capital	Capital	Capital	Capital	Capital	Capital
		Contribution Total	Contribution First Installment	Contribution Second Installment	Contribution Third Installment	Contribution Fourth Installment	Contribution Fifth Installment	Contribution Sixth Installment
Charles A. Sanders, M.D. 70 Independence Drive Princeton, NJ 08540	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
James A. Menlon 36 Tall Pine Road Milford, CT 06460	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Sherrill D. Shannon and Sylvia E. Shannon 17 Ridgeway Road Point Washington, NY 11090	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Alan J. Berko, D.D.S. 11 Drummer Road Acton, MA 01720	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Abraham Della Riza, M.D. 1760 Ridgewood Lane Northam Estates, IL 60195	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Richard W. Orth, M.D. 618 Courtland Circle Western Springs, IL 60558	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Stephen F. Lie 80 St. Paul 2612 Shelburne, VT 05482	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Nolan M. Ashraf, M.B. Overholt Therapeutic Clinic 135 Franklin Street Boston, MA 02215	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

Tanglewood Green I Limited Partnership

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Lois Cohen Collins, M.D. 105 Sheate Drive Houston, TX 77024	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Leo E. Smith, M.D. 1017 Groveland Drive Bluefield, WV 26701	E	113250.00	24250.00	20500.00	25500.00	23250.00	11750.00	0.00
Robert M. Jones, M.D. 805 Tanager Drive Bluefield, VA 24605	E	113250.00	24250.00	20500.00	25500.00	23250.00	11750.00	0.00
Freddie J. McDonald 67 Butternut Lane Bachman, MA 01844	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Lawrence M. Hoopp 300 Eberney Circle Huntsboro, MA 05104	D	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Albert J. Burtis, M.D. 621 Merrill Woods Road Hinsdale, IL 60521	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Gerald Kolley 148 Applehill Road Bufford, MA 03102	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Eric S. Sandqvist 610 Barland Street Milton, MA 02186	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

Tanglewood Green I Limited Partnership  
Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Jerome Miller 75 Federal Street Boston, MA 02110	C	12.50	12.50	0.00	0.00	0.00	0.00	0.00
Jay H. Montgomery 75 Federal Street Boston, MA 02110	C	12.50	12.50	0.00	0.00	0.00	0.00	0.00
N. Peter Kuroff 75 Federal Street Boston, MA 02110	C	12.50	12.50	0.00	0.00	0.00	0.00	0.00
Peter D. O'Connor 75 Federal Street Boston, MA 02110	C	12.50	12.50	0.00	0.00	0.00	0.00	0.00
Richard T.E. Shanl, M.D. and 1444 Shanl, JTB008 25457 Avenue Vendome Oak Brook, IL 60321	E	24750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Edward G. Lund, Jr. 7 Middle Street South Dartmouth, MA 02748	E	12375.00	300.00	3175.00	2650.00	2350.00	2025.00	1175.00
The March Company, Inc. 75 Federal Street Boston, MA 02110	B	50.00	50.00	0.00	0.00	0.00	0.00	0.00

PLEASE  
CALL  
ME WITH  
FEES.  
KEVIN

**502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171**  
**MAILING ADDRESS: Post Office Box 10329 Tallahassee, FL 32302**  
**TOLL FREE IN FLORIDA 1-800-342-8086**

**CORPORATION INFORMATION:- SERVICES, INC.**, has used reasonable care in obtaining the information above from the appropriate agency or office, per your request. However, the ultimate responsibility for maintaining this rests with the filing officer and we accept no liability for error or omission.

TANGLEWOOD GREEN I LIMITED PARTNERSHIP

(A Florida Limited Partnership)

SEVENTH AMENDMENT TO

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

SEVENTH AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (herein called this "Amendment"), dated as of DECEMBER 1, 1986, by and between The March Company, Inc. (herein called the "Succeeding General Partner"), and each of the persons designated as General Partner and Limited Partners (such General Partner and Limited Partners herein collectively called the "Partners") in Exhibit A to the First Amendment to Certificate and Agreement of Limited Partnership dated as of December 28, 1983, as amended by the Second Amendment to Certificate and Agreement of Limited Partnership dated as of January 30, 1984, by the Third Amendment to Certificate and Agreement of Limited Partnership dated February 27, 1984, by the Fourth Amendment to Certificate and Agreement of Limited Partnership dated March 28, 1984, by the Fifth Amendment to Certificate and Agreement of Limited Partnership dated April 23, 1984, and by the Sixth Amendment to Certificate and Agreement of Limited Partnership dated January 1, 1986 (such Certificate and Agreement herein called the "Agreement") of Tanglewood Green I Limited Partnership, a Florida limited partnership #A15592 (herein called the "Partnership"). The Agreement was filed with the Secretary of State of Florida and is to be amended hereby.

PRELIMINARY STATEMENT

James L. Pope (herein called the "Converting Partner"), in his capacity as General Partner of the Partnership, as constituted under the Agreement, has converted his partnership interest as such General Partner in the Partnership to that of Special Limited Partner, and the Converting Partner is retiring as the General Partner of the Partnership. The Converting Partner is being replaced with the Succeeding General Partner, which shall cease to be the Class B Limited Partner of the Partnership and which shall become the General Partner of the Partnership. A majority in interest of the Limited Partners in the Partnership have consented, pursuant to Paragraph 20(a) of the Agreement, to the admission of the succession of the Succeeding General Partner to the Partnership as the General Partner, and to the conversion of the Converting Partner's interest to that of Special Limited Partner.

The parties hereto do hereby agree, swear and certify as follows:

1. Exhibit A attached to the Agreement is hereby deleted in its entirety and there is substituted in its place, as of the date hereof, the names, residences and capital contributions of the Partners as set forth in Exhibit A hereto, such Exhibit to constitute Exhibit A to the Agreement (as referred to therein) as of the date hereof.



2. By executing this Amendment, the Converting Partner hereby retires as General Partner of the Partnership as of December 1, 1986 and agrees that he has no right, claim or cause of action against the Partnership or the Partners thereof, as its General Partner, for Cash Flow (as defined in the Agreement) or any other item of Partnership income, gain, loss, deduction or credit for Federal income tax purposes. The Partners of the Partnership, for themselves and for the Partnership, hereby release the Converting Partner from any and all rights, claims, or causes of action of the Partnership in connection with the General Partner's interest in the Partnership, as of December 1, 1986.

3. By executing this Amendment, the Succeeding General Partner, pursuant to Paragraph 22 of the Agreement, hereby accepts all of the terms and provisions of the Agreement and assumes the obligations of its predecessor in interest thereunder as of December 1, 1986.

4. By execution hereof, a majority in interest of the Limited Partners hereby consent and agree, in accordance with Paragraph 20 of the Agreement to the admission of the Succeeding General Partner as the General Partner of the Partnership.

5. In order to accurately reflect the foregoing, the Agreement is hereby amended as follows:

(i) all references to the "Class B Limited Partner" are hereby deleted in their entirety from the Agreement;

(ii) Paragraph 9(a) of the Agreement is hereby amended by the deletion of the phrases:

"(i) after the Admission Date and prior to that time at which the aggregate amount of all distributions made to the Class A Partners pursuant to Paragraphs 10, 11 and 23 hereof becomes equal to or greater than the full amount of their capital contributions (the "Investment Recovery Event"), 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Class B Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Class B Partner and 8.1% to the Class C Partners."

which are replaced in their entirety with the following phrases:

"(i) after the Admission Date and prior to that time at which the aggregate amount of all distributions made to the Class A Partners pursuant to Paragraphs 10, 11 and 23 hereof becomes equal to or greater than the full amount of their capital contributions (the "Investment Recovery Event"), 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Special Limited Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Special Limited Partner and 8.1% to the Class C Partners."

(iii) Paragraph 10(b) of the Agreement is hereby amended by the deletion of the phrases:

"(b) Cash Flow each year shall be distributed to the Partners as follows: (i) after the Admission Date and prior to Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Class B Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Class B Partner and 8.1% to the Class C Partners."

which are replaced in their entirety with the following phrases:

"(b) Cash Flow each year shall be distributed to the Partners as follows: (i) after the Admission Date and prior to Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Special Limited Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Special Limited Partner and 8.1% to the Class C Partners."

(iv) Paragraph 11 of the Agreement is hereby amended by the deletion of the phrases:

"(i) after the Admission Date and prior to Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Class B Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Class B Partner and 8.1% to the Class C Partners."

which are replaced in their entirety with the following phrases:

"(i) after the Admission Date and prior to Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Special Limited Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Special Limited Partner and 8.1% to the Class C Partners."

6. In all other respects, the Agreement is hereby ratified and confirmed and shall remain in full force and effect as written. The parties hereto, by themselves or through their true and lawful attorneys appointed pursuant to Paragraph 18(i) of the Agreement, or by Special Power of Attorney, have the full power, authority and legal right to

execute this Amendment, without the consent, approval or other act by any other person.

7. The General Partner shall file with the Secretary of State of Florida a copy of this Amendment, pursuant to the laws of the State of Florida as the certificate of limited partnership of the Partnership to amend the Agreement.

8. This Amendment may be executed in counterparts, and all such counterparts, as so executed, shall constitute one agreement binding upon all the parties hereto.

IN WITNESS WHEREOF, each of the Partners have hereunto set their hands and seals as of the date first above written.

CONVERTING PARTNER

  
James L. Pope

STATE OF FLORIDA

COUNTY OF *Brevard*

)  
) ss.:  
)

On this the *8* day of *December*, 1986, before me, *Debra L. Campos*, the undersigned officer, personally appeared James L. Pope, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public

My commission expires:


NOTARY PUBLIC STATE OF FLORIDA

MY COMMISSION EXP. NOV 13, 1989

~~BONDED THRU GENERAL TRS. UND.~~

(Notarial Seal)

THE MARCH COMPANY, INC.

  
as General Partner and as Attorney  
-in-Fact on behalf of the Limited  
Partners listed on Exhibit A hereto

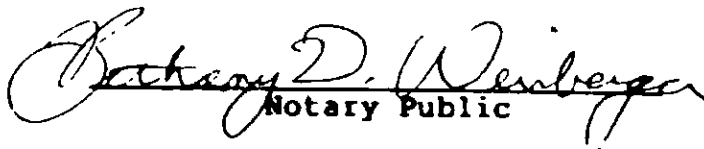
COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK )

On this the 19th day of December, 1986, before me,  
~~Bethany D. Weinberger~~  
~~Donna M. Pizzo~~, the undersigned officer, personally appeared  
~~Peter D. O'Connor~~  
~~Jerome Heller~~, who acknowledged himself to be the ~~President~~ President  
of The March Company, Inc., a corporation, and that he, as such  
~~President~~ President, being authorized so to do, executed the  
foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by himself as ~~President~~ President  
of the General Partner on behalf of the Limited Partners.

IN WITNESS WHEREOF, I hereunto subscribed my hand and  
affixed my official seal.

  
Notary Public

My commission expires:

(Notarial Seal)

April 17  
1992

Tanglewood Green I Limited Partnership

Schedule A

General Partner

Name	Address	Capital Contribution
The March Company, Inc.	75 Federal Street Boston, MA 02110	50.00
Attn: Bruce A. Connolly		

Limited Partners

Name	Class	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution
		Total	First Installment	Second Installment	Third Installment	Fourth Installment	Fifth Installment	Sixth Installment
Edward A. Zaregalla 4 Turford Terrace Basking Ridge, NJ 07920	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
William B. Mitchell 107 High Ridge Road Barnford, MA 01921	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Collin R. McArdle, M.D. 31 Weybridge Street Brookline, MA 02146	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Michael B. Wood 15 Linden Street Be. Hamilton, MA 01902	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Carl A. Anderson, M.D. 64 Greenhill Road Westwood, MA 02090	A	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00

Tanglewood Green I Limited Partnership

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Dolores B. Sternberg 7648 No. Lowell Avenue Skokie, IL 60076	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Edward E. Jacobs, Jr. 60 Willealey Road Belmont, MA 02178	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
William J. Metz 104 Elm Street No. Easton, MA 02556-1435	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Richard M. Berman, M.D. 15 Prescott Road Portland, ME 04102	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
James P. Gilligan, M.D. 21 Berkeley Street Cambridge, MA 02138	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Wayne B. Kilbey 64 Huntington Woods Parkway Bay Village, OH 44140	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Richard C. Ashworth and Linda B. Ashworth, JTROS 21 Beaver Drive Shrewsbury, MA 01545	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Edward B. Smith, M.D. and Anne C. Smith, JTROS 33 Gertrude Road Dorchester Hill, MA 02167	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00



Tenfoldwood Green I Limited Partnership  
 Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
James C. Dargatzis, M.D. 23 Grifonea Road Sudbury, MA 01776	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Kevin W. Moody and Virginia C. Moody, JtWOS 137 Stone Root Lane Concord, MA 01742	A	123,75.00	300.00	3,175.00	2,650.00	2,550.00	2,325.00	1,175.00
Idburgle, Idburgle by Anthony J. & Anthony E. Idburgle PO Box 36, Wiscata, IL 60970	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Stephen Thernstrom 1445 Massachusetts Avenue Lewington, MA 02173	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Robert Vincent Rau 3225 Highway 101, North Plymouth, MA 01467	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Charles J. Bully, Jr., D.O.B. 3 Sandstone Trail New City, NY 10956	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Nervy Lerner, M.D. 180 Alletten Road Newton, MA 02461	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Anthony J. Perlman 7 Beckman Place New York, NY 10022	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00

# Tanglewood Green Limited Partnership

## Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
J. Joseph Coste, Jr. P. O. Box 123 Roxbury, CT 06053	A	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
David M. Poullette Box 147 Epsom, NH 03234	A	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Dennis A. Bolin RPO 62, Box 372 Chilmark, MA 02543	A	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
William E. Poplack and Barbara Poplack, JUNIORS 114 Elmstead Road Boston, MA 02160	A	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00
Robert E. Young 12 Tanglewood Road Bedford, MA 01921	A	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Joseph H. Bernay Whitcliffe Lane Freeport, ME 04032	A	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Charles J. Pfall 35 B. Lenox Street Worcester, MA 01602	D	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Walter Bennett 128 Red House Crossing Concord, MA 01742	B	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00

Tanglewood Green I Limited Partnership

Limited Partners

Name	Class	Capital	Capital	Capital	Capital	Capital	Capital	Capital
		Contribution Total	Contribution First Installment	Contribution Second Installment	Contribution Third Installment	Contribution Fourth Installment	Contribution Fifth Installment	Contribution Sixth Installment
Thomas Flood, M.D. 9 Cedar Hill Road Lewer, PA 02030	D	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Adam B. Crescenzi 7 Fox Run Road Bedford, MA 01730	D	12075.00	3175.00	2650.00	2550.00	2325.00	1175.00	0.00
Carl O'Drill, M.D. 147 Ford Road Bedbury, MA 01776	D	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Frank A. Luehry, M.D. 275 Chandler Lane Corpus Christi, TX 78404	D	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Thomas A. Blaser, M.D. 8 Tringwilling R. Blaser, M.D. 43 Country Club Road Madison Centre, MA 01259	D	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Vincent J. Bufalino, M.D. 1917 Downing Lombard, IL 60148	E	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00
Robert L. Samrak 8 Maria R. Samrak, J.D. 425 Tamerton Parkway Burr Ridge, IL 60021	E	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00
W. August Eysenlager 2891 Olive Street St. Louis, MO 63108	E	24,750.00	600.00	4350.00	5700.00	5100.00	4650.00	2350.00

Longwood Green I Limited Partnership

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Charles A. Sanders, M.D. 70 Independence Drive Princeton, NJ 08540	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
James A. Norton 36 Tall Pine Road Milford, CT 06460	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Sherrell D. Swanson and Sylvia E. Swanson 17 Ridgeway Road Paine Washington, VT 11050	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Allen J. Berke, D.D.S. 11 Drummer Road Acton, MA 01720	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Muhammad Dhalia Riaz, M.D. 1780 Ridgewood Lane Northwest Estates, IL 60195	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Michael W. Orth, M.D. 618 Courtland Circle Western Springs, IL 60558	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Rudolph F. Lie PO #2, Box 2412 Shelburne, VT 05482	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Allen M. Asher, M.D. Overholt Therapeutic Clinic 135 Fremont Street Boston, MA 02215	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

Farquharwood Green I Limited Partnership

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Lois Gann Collins, M.D. 105 Shasta Drive Houston, TX 77024	E	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Lee E. Smith, M.D. 1017 Browland Drive Blumfield, WY 24701	E	113,250.00	24,250.00	20,500.00	25,500.00	23,250.00	11,750.00	0.00
Robert N. Jones, M.J. 805 Tanager Drive Blumfield, WY 24405	E	113,250.00	24,250.00	20,500.00	25,500.00	23,250.00	11,750.00	0.00
Francis J. MacDonald 67 Bactermat Lane Northway, MA 01844	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Lawrence N. Hoopp 300 Easemey Circle Manchester, NH 03104	D	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Albert J. Burke, M.D. 821 Merrill Woods Road Winnetka, IL 60031	E	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
David Kelley 183 Applehill Road Bedford, NH 03102	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00
Eric S. Sandqvist 600 Barland Street Milton, MA 02166	A	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	2,350.00

Longwood Green I Limited Partnership

Limited Partners

Name	Class	Capital	Capital	Capital	Capital	Capital	Capital	Capital
		Contribution Total	Contribution First Installment	Contribution Second Installment	Contribution Third Installment	Contribution Fourth Installment	Contribution Fifth Installment	Contribution Sixth Installment
Jerome Heller 73 Federal Street Boston, MA 02110	C	12.50	12.50	0.00	0.00	0.00	0.00	0.00
Jay R. Montgomery 73 Federal Street Boston, MA 02110	C	12.50	12.50	0.00	0.00	0.00	0.00	0.00
H. Peter Kuroff 73 Federal Street Boston, MA 02110	C	12.50	12.50	0.00	0.00	0.00	0.00	0.00
Peter D. O'Connor 73 Federal Street Boston, MA 02110	C	12.50	12.50	0.00	0.00	0.00	0.00	0.00
Muhammad T.K. Ghani, M.D. and 11441 Ghani, JIUCOS 25457 Avenue Vendome Oak Brook, IL 60421	E	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Edward G. Lund, Jr. 7 Middle Street South Berwick, MA 02746	E	12375.00	300.00	3175.00	2800.00	2550.00	2325.00	1175.00
James L. Pope P. O. Box 953 Melbourne, FL 32905	S	50.00	50.00	0.00	0.00	0.00	0.00	0.00

# A15593

PLEASE CALL  
ME WITH  
THE FEES.  
  
KEVIN

## CORPORATION INFORMATION SERVICES, INC.

502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171  
MAILING ADDRESS: Post Office Box 10329 Tallahassee, FL 32302  
TOLL FREE IN FLORIDA 1-800-342-8086

ORDER NUMBER	ORDER DATE	CUSTOMER NO	TR CODE	REFERENCE																												
056045	12-19-88	0701	11	PROBATION DEPT/ 12-19-88/ 11-11-88																												
DESCRIPTION																																
<p>ATTENTION: Mr. GALT</p> <p>TANGUENARD GALT II LIMITED PARTNERSHIP 13-1-1988</p> <p>Call back to business in 10 days and ask for Mr. GALT</p> <p>CIS TO PREPARE STATE FORM OF \$\$\$\$\$\$</p> <p>inc 1,463,762.50</p> <table border="1"><tr><td>30</td><td>15</td><td>45</td></tr></table>					30	15	45																									
30	15	45																														
<table border="1"><tr><td>NAME</td><td>The Nason Company</td></tr><tr><td>75 Federal Street</td><td></td></tr><tr><td>Boston, Massachusetts 02110</td><td></td></tr><tr><td>617-542-8556</td><td></td></tr><tr><td>TELEPHONE NO.:</td><td></td></tr></table> <table border="1"><tr><td>Name</td><td>12-22-88</td></tr><tr><td>Availability</td><td>12-19-88</td></tr><tr><td>Document</td><td></td></tr><tr><td>Examiner</td><td>6PT</td></tr><tr><td>Updater</td><td>8PT</td></tr><tr><td>Updater</td><td></td></tr><tr><td>Verifier</td><td>SPT</td></tr><tr><td>Acknowledgment</td><td>SPT</td></tr><tr><td>W. P. Verlyer</td><td>SPT</td></tr></table> <p>AGTK 11.11</p>					NAME	The Nason Company	75 Federal Street		Boston, Massachusetts 02110		617-542-8556		TELEPHONE NO.:		Name	12-22-88	Availability	12-19-88	Document		Examiner	6PT	Updater	8PT	Updater		Verifier	SPT	Acknowledgment	SPT	W. P. Verlyer	SPT
NAME	The Nason Company																															
75 Federal Street																																
Boston, Massachusetts 02110																																
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TELEPHONE NO.:																																
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Document																																
Examiner	6PT																															
Updater	8PT																															
Updater																																
Verifier	SPT																															
Acknowledgment	SPT																															
W. P. Verlyer	SPT																															

CORPORATION INFORMATION SERVICES, INC., has used reasonable care in obtaining the information above from the appropriate agency or office, per your request. However, the ultimate responsibility for maintaining files rests with the filing officer and we accept no liability for error or omission.

0 2

TANGLEWOOD GREEN II LIMITED PARTNERSHIP

(A Florida Limited Partnership)

SEVENTH AMENDMENT TO  
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

SEVENTH AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (herein called this "Amendment"), dated as of DECEMBER 1, 1986, by and between The March Company, Inc. (herein called the "Succeeding General Partner"), and each of the persons designated as General Partner and Limited Partners (such General Partner and Limited Partners herein collectively called the "Partners") in Exhibit A to the First Amendment to Certificate and Agreement of Limited Partnership dated as of December 28, 1983, as amended by the Second Amendment to Certificate and Agreement of Limited Partnership dated as of January 30, 1984, by the Third Amendment to Certificate and Agreement of Limited Partnership dated February 27, 1984, by the Fourth Amendment to Certificate and Agreement of Limited Partnership dated March 28, 1984, by the Fifth Amendment to Certificate and Agreement of Limited Partnership dated April 23, 1984, and by the Sixth Amendment to Certificate and Agreement of Limited Partnership dated January 1, 1986 (such Certificate and Agreement herein called the "Agreement") of Tanglewood Green II Limited Partnership, a Florida limited partnership #A15593 (herein called the "Partnership"). The Agreement was filed with the Secretary of State of Florida and is to be amended hereby.



PRELIMINARY STATEMENT

James L. Pope (herein called the "Converting Partner"), in his capacity as General Partner of the Partnership, as constituted under the Agreement, has converted his partnership interest as such General Partner in the Partnership to that of Special Limited Partner, and the Converting Partner is retiring as the General Partner of the Partnership. The Converting Partner is being replaced with the Succeeding General Partner, which shall cease to be the Class B Limited Partner of the Partnership and which shall become the General Partner of the Partnership. A majority in interest of the Limited Partners in the Partnership have consented, pursuant to Paragraph 20(a) of the Agreement, to the admission of the succession of the Succeeding General Partner to the Partnership as the General Partner, and to the conversion of the Converting Partner's interest to that of Special Limited Partner.

The parties hereto do hereby agree, swear and certify as follows:

1. Exhibit A attached to the Agreement is hereby deleted in its entirety and there is substituted in its place, as of the date hereof, the names, residences and capital contributions of the Partners as set forth in Exhibit A hereto, such Exhibit to constitute Exhibit A to the Agreement (as referred to therein) as of the date hereof.

2. By executing this Amendment, the Converting Partner hereby retires as General Partner of the Partnership as of December 1, 1986 and agrees that he has no right, claim or cause of action against the Partnership or the Partners thereof, as its General Partner, for Cash Flow (as defined in the Agreement) or any other item of Partnership income, gain, loss, deduction or credit for Federal income tax purposes. The Partners of the Partnership, for themselves and for the Partnership, hereby release the Converting Partner from any and all rights, claims, or causes of action of the Partnership in connection with the General Partner's interest in the Partnership, as of December 1, 1986.

3. By executing this Amendment, the Succeeding General Partner, pursuant to Paragraph 22 of the Agreement, hereby accepts all of the terms and provisions of the Agreement and assumes the obligations of its predecessor in interest thereunder as of December 1, 1986.

4. By execution hereof, a majority in interest of the Limited Partners hereby consent and agree, in accordance with Paragraph 20 of the Agreement to the admission of the Succeeding General Partner as the General Partner of the Partnership.

5. In order to accurately reflect the foregoing, the Agreement is hereby amended as follows:

(i) all references to the "Class B Limited Partner" are hereby deleted in their entirety from the Agreement;

(ii) Paragraph 9(a) of the Agreement is hereby amended by the deletion of the phrases:

"(i) after the Admission Date and prior to that time at which the aggregate amount of all distributions made to the Class A Partners pursuant to Paragraphs 10, 11 and 23 hereof becomes equal to or greater than the full amount of their capital contributions (the "Investment Recovery Event"), 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Class B Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 31% to the Class A Partners, 9.9% to the General Partner, 1% to the Class B Partner and 8.1% to the Class C Partners."

which are replaced in their entirety with the following phrases:

"(i) after the Admission Date and prior to that time at which the aggregate amount of all distributions made to the Class A Partners pursuant to Paragraphs 10, 11 and 23 hereof becomes equal to or greater than the full amount of their capital contributions (the "Investment Recovery Event"), 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Special Limited Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Special Limited Partner and 8.1% to the Class C Partners."

(iii) Paragraph 16(b) of the Agreement is hereby amended by the deletion of the phrases:

"(b) Cash Flow each year shall be distributed to the Partners as follows: (i) after the Admission Date and prior to Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Class B Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Class B Partner and 8.1% to the Class C Partners."

which are replaced in their entirety with the following phrases:

"(b) Cash Flow each year shall be distributed to the Partners as follows: (i) after the Admission Date and prior to Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Special Limited Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Special Limited Partner and 8.1% to the Class C Partners."

(iv) Paragraph 11 of the Agreement is hereby amended by the deletion of the phrases:

"(i) after the Admission Date and prior to Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Class B Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Class B Partner and 8.1% to the Class C Partners."

which are replaced in their entirety with the following phrases:

"(i) after the Admission Date and prior to Investment Recovery Event, 97.8% to the Class A Partners, 1% to the General Partner, 1% to the Special Limited Partner and .2% to the Class C Partners; (ii) after the Investment Recovery Event, 81% to the Class A Partners, 9.9% to the General Partner, 1% to the Special Limited Partner and 8.1% to the Class C Partners."

6. In all other respects, the Agreement is hereby ratified and confirmed and shall remain in full force and effect as written. The parties hereto, by themselves or through their true and lawful attorneys appointed pursuant to Paragraph 18(i) of the Agreement, or by Special Power of Attorney, have the full power, authority and legal right to

execute this Amendment, without the consent, approval or other act by any other person.

7. The General Partner shall file with the Secretary of State of Florida a copy of this Amendment, pursuant to the laws of the State of Florida as the certificate of limited partnership of the Partnership to amend the Agreement.

8. This Amendment may be executed in counterparts, and all such counterparts, as so executed, shall constitute one agreement binding upon all the parties hereto.

IN WITNESS WHEREOF, each of the Partners have hereunto set their hands and seals as of the date first above written.

CONVERTING PARTNER

  
James L. Pope

STATE OF FLORIDA

COUNTY OF *Brevard*

)  
) ss.:  
)

On this the *8* day of *December*, 1986, before me, *Debra L. Campos*, the undersigned officer, personally appeared James L. Pope, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

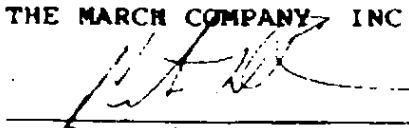
  
Notary Public

My commission expires:

(Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. NOV 12, 1989  
BONDED THRU GENERAL INS. CO.

THE MARCH COMPANY, INC.

  
as General Partner and as Attorney  
-in-Fact on behalf of the Limited  
Partners listed on Exhibit A hereto

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK )

On this the 17<sup>th</sup> day of December, 1986, before me,  
~~Bethany D. Weinberger~~  
~~Donna M. Pizzo~~, the undersigned officer, personally appeared  
~~Peter D. O'Connor~~  
~~Jerome Heller~~, who acknowledged himself to be the ~~President~~ President  
of The March Company, Inc., a corporation, and that he, as such  
~~President~~ President, being authorized so to do, executed the  
foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by himself as ~~President~~ President  
of the General Partner on behalf of the Limited Partners.

IN WITNESS WHEREOF, I hereunto subscribed my hand and  
affixed my official seal.

  
Notary Public

(Notarial Seal)

My commission expires:

April 17, 1992

Tanglewood Green II Limited Partnership

Schedule A

General Partner

Name

Address

Capital Contribution

The March Company, Inc.

75 Federal Street  
Boston, MA 02110  
Attn: Bruce A. Connolly

\$0.00

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Edward A. Zervelle 4 Tuxford Terrace Basking Ridge, NJ 07920	A	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
William B. Mitchell 187 High Ridge Road Burlford, MA 01921	A	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Colin R. McArchie, M.D. 31 Weybridge Street Brookline, MA 02146	A	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Michael B. Wood 15 Linden Street So. Hamilton, MA 01982	A	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Carl A. Anderson, M.D. 64 Greenhill Road Westwood, MA 02090	A	123,75.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00



# Longwood Green II Limited Partnership

## Limited Partners

Name	Class	Capital	Capital	Capital	Capital	Capital	Capital	Capital
		Contribution Total	Contribution First Installment	Contribution Second Installment	Contribution Third Installment	Contribution Fourth Installment	Contribution Fifth Installment	Contribution Sixth Installment
James C. Dangel, M.D. 23 Grilacem Road Sudbury, MA 01776	A	26750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Kavin W. Moody and Virginia C. Moody, JTARS 137 Stone Root Lane Concord, MA 01742	A	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00
Isburg's, Isburg's by Anthony J. & Anthony E. Isburg's PO Box 36, Watseka, IL 60970	A	26750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Stephen Therstrom 1445 Massachusetts Avenue Lexington, MA 02173	A	26750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Robert Vincent New 3225 Highway 101, North Plymouth, MA 05447	A	26750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Charles J. Reilly, Jr., D.D.S. 3 Sandstone Trail New City, NY 10956	A	26750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Mary Lerner, M.D. 180 Allerton Road Newton, MA 02461	A	26750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Anthony J. Partington 7 Southam Place New York, NY 10022	A	26750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

Tanglewood Green II Limited Partnership

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
J. Joseph Costa, Jr. P. O. Box 123 Roxbury, CT 06853	A	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
David H. Poulletta Box 167 Epsom, NH 03234	A	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Dennis A. Molin 879 Rt. Box 372 Chichester, NH 03263	A	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
William E. Poppleck and Barbara Poppleck, JTARS 114 Kirtland Road Newton, MA 02160	A	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00
Robert E. Young 12 Tanglewood Road Burlford, MA 01921	A	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Joyce H. Denny Woodside Lane Freeport, ME 04032	A	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Charles L. Pfeil 35 S. Leman Street Worcester, MA 01602	B	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Walter Newman 128 Butte Mountain Crossing Concord, MA 01742	B	26,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

# Longwood Green II Limited Partnership

## Limited Partners

Name	Class	Capital Contribution	Capital Contribution First	Capital Contribution Second	Capital Contribution Third	Capital Contribution Fourth	Capital Contribution Fifth	Capital Contribution Sixth
		Total	Installment	Installment	Installment	Installment	Installment	Installment
Thomas Flood, M.D. 9 Cedar Hill Road Dover, MA 02030	D	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Adam D. Crescenzi 7 Fox Run Road Bedford, MA 01730	D	12075.00	3175.00	2060.00	2950.00	2525.00	1175.00	0.00
Carl B'Orsi, M.D. 147 Ford Road Sudbury, MA 01776	D	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Frank A. Luchey, M.D. 215 Chandler Lane Carpus Christi, TX 78604	D	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Thomas A. Bleser, M.D. & Tranguilline R. Bleser, M.D. 25 Country Club Road Newton Centre, MA 01259	D	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Vincent J. Bufalino, M.D. 1917 Beaming Lombard, IL 60148	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Robert L. Somrak & Diane E. Somrak, JTWROS 435 Tamarion Parkway Burr Ridge, IL 60521	E	12375.00	300.00	3175.00	2650.00	2350.00	2325.00	1175.00
M. Robert Klinginger 3027 Olive Street St. Louis, MO 63108	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

# Tanglewood Green II Limited Partnership

## Limited Partners

Name	Class	Capital Contribution	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
		Total						
Charles A. Sanders, M.D. 70 Independence Drive Princeton, NJ 08540	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
James A. Barton 36 Tall Pine Road Milford, CT 06460	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Sherrell D. Swanson and Sylvia E. Swanson 17 Ridgeway Road Point Washington, NY 11050	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Alan J. Berko, D.D.S. 11 Drummer Road Acton, MA 01720	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Richard Thelie Riaz, M.D. 1760 Ridgwood Lane Northbrook Estates, IL 60195	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Michael W. Orth, M.D. 618 Courtland Circle Western Springs, IL 60558	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Rudolph J. Lio RD 62, Box 2412 Shelburne, VT 05482	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Wien R. Ashraf, M.D. Overholt Thoracic Clinic 135 Francis Street Boston, MA 02215	A	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

Tanglewood Green II Limited Partnership

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Lola Coonan Collins, M.D. 105 Shasta Drive Houston, TX 77024	E	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Lee E. Balch, M.D. 1017 Grosvenor Drive Bluerfield, WV 26701	E	113250.00	24250.00	28500.00	25500.00	23250.00	11750.00	0.00
Robert M. Jerns, M.D. 805 Tanager Drive Bluerfield, VA 26605	E	113250.00	24250.00	28500.00	25500.00	23250.00	11750.00	0.00
Francis J. McDonald 67 Butternut Lane Northun, MA 01844	A	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Lawrence M. Koepf 300 Kearney Circle Manchester, NH 03104	D	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Albert J. Barte, M.D. 821 Merrill Woods Road Bismarck, IL 60521	E	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Gerald Enley 123 Applehill Road Bedford, NH 03102	A	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Erle G. Sandquist 610 Garland Street Bilcon, PA 62165	A	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00

Tanglewood Green II Limited Partnership

Limited Partners

Name	Class	Capital Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Jerome Heller 75 Federal Street Boston, MA 02110	C	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jay B. Montgomery 75 Federal Street Boston, MA 02110	C	12.50	12.50	0.00	0.00	0.00	0.00	0.00
H. Peter Karoff 75 Federal Street Boston, MA 02110	C	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Peter D. O'Connor 75 Federal Street Boston, MA 02110	C	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mohammad T.R. Ghani, M.D. and 11441 Ghani, JILLIAN 25407 Avenue Vendome Oak Brook, IL 60521	E	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00
Edward B. Lund, Jr. 7 Middle Street South Dartmouth, MA 02746	E	12375.00	300.00	3175.00	2650.00	2550.00	2325.00	1175.00
James L. Pope P. O. Box 935 Melbourne, FL 32933	B	50.00	50.00	0.00	0.00	0.00	0.00	0.00

**LIMITED PARTNERSHIP  
ANNUAL REPORT  
1988**



FLORIDA DEPARTMENT OF STATE  
Tallahassee, Florida  
32399-0001  
TELEPHONE: 904-412-1000

DO NOT WRITE IN THIS SPACE

Read Instructions on Other Side Before Making Entries  
Filing Fee Required — Make Checks Payable To: Department of State

<p>1. Name and Mailing Address of Limited Partnership</p> <p>A15592 TANGLEWOOD GREEN I LIMITED PARTNERSHIP THE MARCH COMPANY, INC. 75 FEDERAL ST., ATTN: DAVID P. DELANY BOSTON, MASS 02110</p>		<p>2. Date of Filing</p> <p>10/18/88</p>
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<p>3. Date Registered in the State of Florida</p> <p>10/27/1983</p>	<p>4. State of Florida</p> <p>FLORIDA</p>
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<p>5. Amount of Capital Contribution</p> <p>\$1,461,800.00</p>	<p>6. Amount of Capital Contribution</p> <p>\$1,461,800.00</p>
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<p>7. Filing Fee</p> <p>\$100.00</p>	<p>8. Filing Fee</p> <p>\$100.00</p>
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FOR FISCAL USE ONLY

<p>9. Amount of Capital Contribution</p> <p>\$1,461,800.00</p>	<p>10. Amount of Capital Contribution</p> <p>\$1,461,800.00</p>
--	---

11. Name and Business Address of each General Partner		
Name of General Partner	Address of Each General Partner (Do NOT Use Post Office Box Number)	City and State
THE MARCH COMPANY, INC.	75 FEDERAL STREET	BOSTON, MA

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner

12. Registered Agent Information		OFFICE USE ONLY
<p>13. Name and Address of Registered Agent</p> <p>CARNEY, MARY JO 280 CENTRAL AVE., SUITE 1500 ST. PETERSBURG, FL 33701-0000</p>		<p>Document #</p> <p>15</p>
<p>14. City and State</p> <p>ST. PETERSBURG, FL</p>		<p>Zip Code</p> <p>33701-0000</p>

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

<p>15. Signature</p> <p>David P. Delany</p>	<p>16. Date</p> <p>10/18/88</p>
<p>17. Type/Title of Filing General Partner</p> <p>David P. Delany</p>	<p>18. Telephone Number</p> <p>617-542-2555</p>

19. STATE OF MASS. COUNTY OF SUFFOLK

20. I, DAVID P. DELANY, do hereby certify that the information contained in the foregoing Annual Report is true and correct.

21. My commission expires 7-31-89

22. Donna P. Delany Secretary Public

CHARTER 1-88-17

File Now! Due on or before January 1, 1989

LIMITED PARTNERSHIP  
ANNUAL REPORT  
1989



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

DEFINITION OF LIMITED PARTNERSHIP

DEFINITION OF LIMITED PARTNERSHIP

Read Instructions on Other Side Before Making Entries  
Filing Fee Required—Make Checks Payable To: Department of State

1. Name and Mailing Address of Limited Partnership  
**A15592  
TANGLEWOOD GREEN I LIMITED PARTNERSHIP  
& THE MARCH COMPANY, INC.  
75 FEDERAL ST., ATTN: DAVID F. DELANEY  
BOSTON, MASS 02110**

If address changes, it is important to file this report with the address  
in April 2, 1989, to 1989, 1989, 1989

2. Name and Mailing Address of General Partner  
**Mailing Address  
c/o The March Company, Inc.  
150 Federal street  
Boston  
Massachusetts 02110**

3. Date Registered to Do Business in Florida  
**10/27/1983**

4a. Anticipated Capital Contributions as Shown on Records  
**\$1,443,000.00**

10/21/86 00120 001  
LIMITED PARTNERSHIP'S \$  
LTD PARTNERSHIP 250.00  
TOTAL 250.00

Filing fee is required at the rate of \$4.30 per \$1,000 of CAPITAL CONTRIBUTION, but in no case  
shall the amount be less than \$30.00, nor more than \$250.00. For questions concerning capital  
contributions, contact the Department of State, Division of Corporations, 1000 Bankers Building,  
Tallahassee, FL 32304. Please include your 1989 Annual Report with  
this filing of a U.S. District Court of Appeals in the U.S. District Court of Appeals in the U.S.

5a. Name and Business Address of Each General Partner

Name of General Partner	Address of Each General Partner (Do NOT Use Post Office Box Numbers)	City and State
THE MARCH COMPANY, INC.	75 FEDERAL STREET	BOSTON, MA

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

7. Name and Address of Registered Agent		OFFICE USE ONLY
Name <b>CASNEY, MARY JO</b>		Document Examiner
Street Address (Do NOT Use P.O. Box Number) <b>360 CENTRAL AVE., SUITE 1500</b>		Recorder <i>10/24</i>
City and State <b>ST. PETERSBURG, FL</b>		Filing Fee
Zip Code <b>337010000</b>		
Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.		

8. Signature <i>[Signature]</i>	Date <b>October 4, 1988</b>
Signature of Registered Agent <b>James Haller</b>	Title <b>President</b>
Telephone Number <b>(617)951-2370</b>	

9. State of Massachusetts COUNTY OF Suffolk

10. I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original report filed with the Department of State, Division of Corporations, on the date of filing.

Signature of James Haller Date of October 4, 1988

Signature of James Haller Date of October 4, 1988



# A15592

MARCH

November 6, 1989

Secretary of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Tanglewood Green I Limited Partnership  
Tanglewood Green II Limited Partnership

Dear Sirs:

Enclosed please find two counterparts each to the Eighth Amendment to Agreement and Certificate of Limited Partnership for each of the above-captioned partnerships, along with a check for \$60.00 as the filing fee.

Kindly file each amendment and return a file stamped copy of each to my attention.

Please feel free to contact me directly should you have any questions or comments.

Sincerely yours,

*Laurel B. Severson*

Laurel B. Severson  
Legal Assistant

LBS/sc  
Enclosure  
cc: William W. Post, Esquire

30 F

Name	
Address	
Telephone	TLL
Business	TLL
Home	TLL
Mobile	
Other	
W. H. Verber	

TANGLEWOOD GREEN I LIMITED PARTNERSHIP

(A Florida Limited Partnership)

EIGHTH AMENDMENT TO AGREEMENT AND CERTIFICATE  
OF LIMITED PARTNERSHIP

Eighth Amendment to Agreement and Certificate of Limited Partnership dated as of September 29, 1989 (herein called this "Amendment") by and between Carl A. Anderson & Company (herein called the "Substitute Limited Partner"), Carl A. Anderson, M.D. (herein called the "Withdrawing Limited Partner"), and each of the persons designated as General Partner and Limited Partner (such General Partner and Limited Partners herein collectively called the "Partners") in Schedule A attached hereto.

Preliminary Statement

By Certificate and Agreement of Limited Partnership, dated October 10, 1983, Tanglewood Green I Limited Partnership (the "Partnership") was formed. By First Amendment to Certificate and Agreement of Limited Partnership, dated December 28, 1983, the Agreement was amended and restated in its entirety. By Second Amendment to Certificate and Agreement of Limited Partnership, dated January 30, 1984, the Agreement was amended to transfer a limited partnership interest. By Third Amendment to Certificate and Agreement of Limited Partnership, dated February 27, 1984, the Agreement was amended to transfer a limited partnership interest. By Fourth Amendment to Certificate and Agreement of Limited Partnership, dated March 28, 1984, the Agreement was amended to transfer a limited partnership interest. By Fifth Amendment to Certificate and Agreement of Limited Partnership, dated April 23, 1984, the Agreement was amended to transfer a limited partnership interest. By Sixth Amendment to Certificate and Agreement of Limited Partnership, dated January 1, 1985, the Agreement was amended to replace a defaulting limited partner. By Seventh Amendment to Certificate and Agreement of Limited Partnership, dated December 1, 1986, the Agreement was amended to replace the General Partner. The Certificate and Agreement of Limited Partnership, as amended to date, is herein referred to as the "Agreement". The Agreement was filed with the Secretary of State of Florida, on October 27, 1983, and is to be amended hereby.

W I T N E S S E T H

WHEREAS, the Withdrawing Limited Partner desires to withdraw as Limited Partner of the Partnership; and

WHEREAS, the Substitute Limited Partner desires to be admitted as a Limited Partner of the Partnership.

NOW THEREFORE, the parties hereto hereby agree, certify and swear as follows:

1. Withdrawal of Limited Partner; Transfer of Interest

(i) In accordance with Paragraph 21 of the Agreement, the Withdrawing Limited Partner hereby transfers his limited partnership interest to the Substitute Limited Partner and hereby withdraws as limited partner of the Partnership.

(ii) By executing this Amendment, the Withdrawing Limited Partner hereby withdraws as limited partner of the Partnership as of the date hereof and agrees that he has no right, claim or cause of action against the Partnership or the Partners thereof, as a limited partner, for Cash Flow (as that term is defined in the Agreement) or any other item of Partnership income, gain, loss, deduction or credit for federal income tax purposes.

(iii) By executing this Amendment, the Substitute Limited Partner hereby accepts all of the terms and provisions of the Agreement and assumes the obligations of the Limited Partnership interest thereunder as of the date hereof, and represents and warrants he is acquiring a Limited Partnership interest in the Partnership for its own account for investment and not with a view to the distribution thereof and that such interest will not be transferred in the absence of an opinion of counsel satisfactory to the General Partner that registration is not required under the Securities Act of 1933, as then in effect or under applicable state securities laws, if any.

(iv) By execution hereof, the General Partner hereby consents and agrees, in accordance with Paragraph 21 of the Agreement, to the admission of the Substitute Limited Partner to the Partnership.

(v) Exhibit A attached to the Agreement is hereby deleted in its entirety and there is substituted in its place, as of the date hereof, the names, residences and capital contributions as set forth in Schedule A hereto, such Schedule to constitute Exhibit A to the Agreement (as referred to therein).

2. Ratification

In all other respects, the agreement is hereby ratified and confirmed and shall remain in full force and effect

as written. The parties hereto have the full power, authority and legal right to execute this Amendment, without the consent approval or other act by any other person.

3. Filing

The General Partner shall keep a copy of this amendment, as the Certificate of Limited Partnership of the Partnership to amend the Agreement, available for review and/or copying by the Limited Partners at the Partnership's principal place of business.

4. Counterparts

This Amendment may be executed in counterparts, and all such counterparts, as so executed, shall constitute one agreement binding upon all the parties hereto.

IN WITNESS WHEREOF, the Partners have hereunto set their hands and seals as of the date first above written.

General Partner

The March Company, Inc., as  
General Partner and as  
Attorney-in-Fact on behalf of  
the Limited Partners listed on  
Schedule A hereto.

By: 

William W. Post, Vice  
President

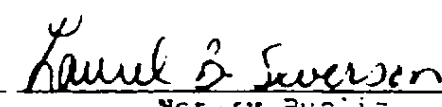
COMMONWEALTH OF MASSACHUSETTS )

) ss.:

COUNTY OF SUFFOLK )

On this the 30<sup>th</sup> day of October, 1989, before  
me, Laurel B. Severson, the undersigned officer, personally  
appeared William W. Post, who acknowledged himself to be the  
Vice President of The March Company, Inc., a corporation, and  
that he, as such Vice President, being authorized so to do,  
executed the foregoing instrument for the purposes therein  
contained, by signing the name of the corporation by himself as  
Vice President.

IN WITNESS WHEREOF, I hereunto subscribed my hand and  
affixed my official seal.

  
Notary Public

My commission expires:

(Notarial Seal)

June 22, 1995

Substitute Limited Partner

Carl A. Anderson & Company

By: [Signature]

Title:

COMMONWEALTH  
STATE OF MASSACHUSETTS  
COUNTY OF NORFOLK

)  
) ss.:  
)

On this the 27 day of ~~September~~ OCTOBER, 1989, before  
me, THOMAS P. DEVIN, the undersigned officer, personally  
appeared CARL A. ANDERSON, who acknowledged himself to be  
the of Carl A. Anderson & Company, a  
~~CORPORATION~~ PARTNERSHIP, and that he, as such, being  
authorized so to do, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the  
corporation by himself as

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

Thomas P. Devin 10/27/89  
Notary Public

(Notarial Seal)

My commission expires:  
THOMAS P. DEVIN  
Notary Public  
My COMMISSION EXPIRES NOVEMBER 7, 1991


Withdrawing Limited Partner

  
\_\_\_\_\_  
Carl A. Anderson, M.D.

COMMONWEALTH OF  
STATE OF MASSACHUSETTS )  
COUNTY OF NORFOLK ) ss.:  
)

On this the 27<sup>TH</sup> day of ~~September~~ <sup>OCTOBER</sup>, 1989, before  
me, THOMAS P. DEVIN, the undersigned officer, personally  
appeared Carl A. Anderson, M.D., known to me (or satisfactorily  
proven) to be the person whose name is subscribed to the within  
instrument and acknowledged that he executed the same for the  
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and  
official seal.

 10/27/89  
\_\_\_\_\_  
Notary Public

My commission expires:  
THOMAS P. DEVIN  
Notary Public  
My Commission Expires November 7, 1991

(Notarial Seal)

10470 Longwood Green I Limited Partnership  
Schedule A

Page: 1  
Date: 09/12/09

CAPITAL PARTNERS

NAME / ADDRESS	CONTRIB.
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The March Company, Inc.	50.00
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700 Federal Street

Boston, MA 02110

Attn: Bruce A. Connolly



1977-78 Templewood Green I Limited Partnership  
SCHEDULE A

Page: 2  
Date: 09/18/89

LIMITED PARTNERS

NAME & PREPARED ADDRESS	CLASS	PERCENT OF THE	TOTAL CONTRIB.	FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT	FOURTH PAYMENT	FIFTH PAYMENT	SIXTH PAYMENT	SEVENTH PAYMENT	EIGHTH PAYMENT	NINTH PAYMENT	TENTH PAYMENT
Mr. Edward A. Zengilla & Tuxford Terrace Basking Ridge, NJ 07000	A	1.630000	1.0000	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		
Mr. William B. Mitchell 72 Clark Road Ipswich, MA 01903	A	1.630000	1.0000	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		
Colin B. McCardle, M.D. 31 Weybridge Road Brockline, MA 02146	A	1.630000	1.0000	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		
Mr. Michael B. Wood 15 Linden Street So. Hamilton, MA 01902	A	1.630000	1.0000	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		
Carl A. Anderson & Company 64 Greenhill Road Westwood, MA 02090	A	0.815000	0.5000	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	2325.00	1175.00		

LIMITED PARTNERS

NAME & RESIDENCE ADDRESS	CLASS	PERCENT BEFORE THE UNIT	# OF UNITS	TOTAL CONTRIB.	FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT	FOURTH PAYMENT	FIFTH PAYMENT	SIXTH PAYMENT	SEVENTH PAYMENT	EIGHTH PAYMENT	NINTH PAYMENT	TENTH PAYMENT
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Mr. Richard E. Sternberg 7648 N. Lemell Avenue Oakdale, IL 60076	A	1.430000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4450.00	2350.00				
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Mr. Edward E. Jacobs, Jr. 20 Norlin Street Lexington, MA 02173	A	1.430000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4450.00	2350.00				
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Mr. William J. Metz 104 Elm Street No. Easton, MA 02354-1435	A	1.430000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4450.00	2350.00				
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Mr. Richard M. Herman, M.D. 15 Presnell Road Portland, ME 04103	A	1.430000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4450.00	2350.00				
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Mr. James F. Gilligan, M.D. 21 Berkeley Street Cambridge, MA 02138	A	1.430000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4450.00	2350.00				
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10070 Templewood Green Limited Partnership  
SCHEDULE A

Page: 4  
Date: 09/18/99

LIMITED PARTNERS

NAME & PERCENTAGE OWNED	PERCENT OF OF UNITS	TOTAL CONTRIB.	FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT	FOURTH PAYMENT	FIFTH PAYMENT	SIXTH PAYMENT	SEVENTH PAYMENT	EIGHTH PAYMENT	NINTH PAYMENT	TENTH PAYMENT
Mr. Wayne R. Elbey 20411 Gaudiers Green Bay Village, OH 44140	A 1.630000	1.0000	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	4,650.00	2,350.00		
Mr. Richard C. Ashworth and Mrs. Linda R. Ashworth, JTROS 21 Beaver Drive Shrewsbury, MA 01545	A 1.630000	1.0000	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	4,650.00	2,350.00		
Edward R. Smith, M.D. and Anne C. Smith, JTROS 33 Gatehouse Road Chestnut Hill, MA 02167	A 1.630000	1.0000	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	4,650.00	2,350.00		
James C. Benge, M.D. 23 Gracem Road Sudbury, MA 01776	A 1.630000	1.0000	24,750.00	600.00	6,350.00	5,700.00	5,100.00	4,650.00	4,650.00	2,350.00		
Mr. Kevin W. Ready Ms. Virginia C. Ready, JTROS 137 Stone Root Lane Concord, MA 01742	A 0.815000	0.5000	12,375.00	300.00	3,175.00	2,850.00	2,550.00	2,325.00	2,325.00	1,175.00		

198379 Templeton Brown I Limited Partnership  
 MEMORIAL A

Page: 3  
 Date: 09/10/00

LIMITED PARTNERS

NAME & RESIDENCE ADDRESS	CLASS	PERCENT OF UNITS	TOTAL CONTRIB.	FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT	FOURTH PAYMENT	FIFTH PAYMENT	SIXTH PAYMENT	SEVENTH PAYMENT	EIGHTH PAYMENT	NINTH PAYMENT	TENTH PAYMENT
Idenburg, Idenburg by Anthony J. Idenburg Anthony E. Idenburg P.O. Box 199 Winnebago, IL 60070	A	1.630000	1.0000	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		
Mr. Stephen Thernstrom 1445 Massachusetts Avenue Lexington, MA 02173	A	1.630000	1.0000	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		
Mr. Robert Vincent New 3225 Highway 101, North Plymouth, MA 05447	A	1.630000	1.0000	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		
Charles J. Kelly, Jr., D.D.S. 3 Sandstone Trail New City, NY 10956	A	1.630000	1.0000	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		
Henry Lerner, M.D. 125 Aspen Avenue Scouton, MA 02166	A	1.630000	1.0000	24750.00	600.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		

19170 Tempwood Green I Limited Partnership  
 Schedule A

Page: 6  
 Date: 09/10/09

LIMITED PARTNERS

NAME & RESIDENT ADDRESS	CLASS	PERCENT OF UNITS	TOTAL CONTRIB.	FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT	FOURTH PAYMENT	FIFTH PAYMENT	SIXTH PAYMENT	SEVENTH PAYMENT	EIGHTH PAYMENT	NINTH PAYMENT	TENTH PAYMENT
Mr. Anthony J. Parkinson 6 South Eaton Place London, England, UK	A	1.630000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4450.00	2350.00			
Mr. I. Joseph Costa, Jr. P. O. Box 123 Newington, CT 06453	A	1.630000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4450.00	2350.00			
Mr. David M. Paullette Box 2094 Walpole, NH 03094	A	1.630000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4450.00	2350.00			
Mr. Dennis A. Bellin 899 62, Box 372 Chickadee, NH 03263	A	1.630000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4450.00	2350.00			
Mr. William E. Poplack Mrs. Barbara Poplack, JAMES 314 Kirtland Road Bedfordville, MA 02160	A	0.815000	0.5000	12375.00	300.00	3175.00	2850.00	2550.00	2325.00	1175.00			

19170 Tanglewood Green I Limited Partnership  
SCHEDULE A

Page: 7  
Date: 09/12/09

LIMITED PARTNERS

PARTNER NAME PERCENT OF UNITS CLASS DESCRIPTION FIRST PAYMENT SECOND PAYMENT THIRD PAYMENT FOURTH PAYMENT FIFTH PAYMENT SIXTH PAYMENT SEVENTH PAYMENT EIGHTH PAYMENT NINTH PAYMENT TENTH PAYMENT

Mr. Robert E. Young 1.430000 1.0000 A 1.430000 24,750.00 600.00 6350.00 3700.00 3100.00 4650.00 2350.00 4650.00 2350.00

12 Tanglewood Road  
Barnford, MA 01021

Ms. Joyce B. Dorey 1.430000 1.0000 A 1.430000 24,750.00 600.00 6350.00 3700.00 3100.00 4650.00 2350.00 4650.00 2350.00

Woodsbridge Lane  
Prospect, ME 04032

Mr. Charles L. Pfeil 1.430000 1.0000 D 1.430000 24,150.00 6350.00 5700.00 5100.00 4650.00 2350.00 4650.00 2350.00

12813 Camino Del Valle  
Penny, CA 92064

Mr. Melito Mancuso 1.430000 1.0000 D 1.430000 24,150.00 6350.00 5700.00 5100.00 4650.00 2350.00 4650.00 2350.00

31 Grey Wine Pointe  
Naples Crossing, FL 33962

Mr. Thomas Flood, M.D. 1.430000 1.0000 D 1.430000 24,150.00 6350.00 5700.00 5100.00 4650.00 2350.00 4650.00 2350.00

9 Cedar Hill Road  
Dover, MA 02030

104170 Templewood Green I Limited Partnership  
SCHEDULE A

Page: 8

Date: 09/18/00

LIMITED PARTNERS

NAME & PREPARED ADDRESS	CLASS	PERCENT BEFORE 10% UNIT	TOTAL CONTRIB.	FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT	FOURTH PAYMENT	FIFTH PAYMENT	SIXTH PAYMENT	SEVENTH PAYMENT	EIGHTH PAYMENT	NINTH PAYMENT	TENTH PAYMENT
Mr. Adam B. Crocena 146 Partridge Lane C - 8 Concord, MA 01742	B	0.815000	0.5000	12075.00	3175.00	2050.00	2550.00	2325.00	1175.00				
Mr. Carl B'Orsi, M.D. 147 Ford Road Bedford, MA 01776	B	1.430000	1.0000	24150.00	6350.00	5700.00	5100.00	4650.00	2350.00				
Mr. Frank A. Luster, M.D. 315 Chandler Lane Carpus Christi, TX 78604	B	1.430000	1.0000	24150.00	6350.00	5700.00	5100.00	4650.00	2350.00				
Thomas A. Bloor, M.D. 8 Transquilline B. Bloor, M.D. 85 Country Club Road Boston Centre, MA 01259	B	1.430000	1.0000	24150.00	6350.00	5700.00	5100.00	4650.00	2350.00				
Vincent J. Surafino, M.D. 1917 Summit Lombard, IL 60148	E	1.430000	1.0000	24150.00	6350.00	5700.00	5100.00	4650.00	2350.00				

10479 Implemated Green I Limited Partnership  
SCHEDULE A

Page: 9  
Date: 09/10/00

UNITED PARTNERS

NAME & REGISTERED ADDRESS	CLASS	PERCENT OF UNITS	TOTAL CAPITAL	FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT	FOURTH PAYMENT	FIFTH PAYMENT	SIXTH PAYMENT	SEVENTH PAYMENT	EIGHTH PAYMENT	NINTH PAYMENT	TENTH PAYMENT
Mr. Robert L. Barrett and Ms. Diana E. Barrett, JTUSOS 425 Tamerton Parkway Burr Ridge, IL 60521	E	0.875000	0.5000	12075.00	3175.00	2850.00	2550.00	2325.00	1175.00				
Mr. V. Robert Kiplinger 3621 Olive Street St. Louis, MO 63108	E	1.430000	1.0000	24150.00	4350.00	5700.00	5100.00	4450.00	2350.00				
Charles A. Sanders, R.O. 78 Independence Drive Princeton, NJ 08540	E	1.430000	1.0000	24150.00	4350.00	5700.00	5100.00	4450.00	2350.00				
Mr. James A. Menken 14 Tall Pine Road Hillford, CT 06440	E	1.430000	1.0000	24150.00	4350.00	5700.00	5100.00	4450.00	2350.00				
Mr. Sherrell B. Burman and Mrs. Sylvia E. Burman 6 Crosby Circle Ferguson, VA 21442	E	1.430000	1.0000	24150.00	4350.00	5700.00	5100.00	4450.00	2350.00				



19979 Templeson Green I Limited Partnership  
 SCHEDULE 4

Page: 10  
 Date: 09/18/00

UNITED PARTNERS

NAME & ADDRESS  
 PERCENT OF UNITS CLASS OF SHARES  
 FIRST PAYMENT SECOND PAYMENT THIRD PAYMENT FOURTH PAYMENT FIFTH PAYMENT SIXTH PAYMENT SEVENTH PAYMENT EIGHTH PAYMENT NINTH PAYMENT TENTH PAYMENT

Alan J. Berkus, P.D.S.  
 11 Drummer Road  
 Acton, MA 01720  
 1.430000 1.0000 24150.00 6350.00 5700.00 5100.00 4650.00 2350.00

Richard David Biss, M.D.  
 4 Stone Ridge  
 South Barrington, IL 60010  
 1.430000 1.0000 24150.00 6350.00 5700.00 5100.00 4650.00 2350.00

Michael W. Orth, M.D.  
 618 Courtland Circle  
 Western Springs, IL 60558  
 1.430000 1.0000 24150.00 6350.00 5700.00 5100.00 4650.00 2350.00

Dr. Rudolph J. Lie  
 6 Woodbine Road  
 Shelburne, VT 05482  
 1.430000 1.0000 24175.00 600.00 6350.00 5700.00 5100.00 4650.00 2350.00

Alan M. Ashraf, M.D.  
 Overholt Therapeutic Clinic  
 139 Francis Street  
 Boston, MA 02215  
 1.430000 1.0000 24750.00 600.00 6350.00 5700.00 5100.00 4650.00 2350.00

10070 Templeton Green Limited Partnership  
Schedule A

Page: 11  
Date: 09/10/00

LIMITED PARTNERS

NAME & ADDRESS PERCENT B OF TOTAL FIRST SECOND THIRD FOURTH FIFTH SIXTH SEVENTH EIGHTH NINTH TENTH  
CLASS BEFORE 100 UNITS PAYMENT PAYMENT PAYMENT PAYMENT PAYMENT PAYMENT PAYMENT PAYMENT PAYMENT PAYMENT

Lois Conn Collins, M.D. 1.430000 1.0000 26150.00 6350.00 5700.00 5100.00 4650.00 2350.00

905 Shasta Drive  
Houston, TX 77024

Lee E. Smith, M.D. 8.150000 5.0000 113250.00 24250.00 20500.00 25500.00 23250.00 11750.00

1017 Greveland Drive  
Blumfield, WV 26701

Robert M. Jones, M.D. 8.150000 5.0000 113250.00 24250.00 20500.00 25500.00 23250.00 11750.00

c/o Trust Dept., First National Bank  
Attn: R. Pruitt  
P. O. Box 1559  
Blumfield, VA 26701

Mr. Francis J. McDermold 1.430000 1.0000 26150.00 600.00 4350.00 5700.00 5100.00 4650.00 2350.00

67 Butterfield Lane  
Northham, MA 01064

Mr. Lawrence M. Nepp 1.430000 1.0000 26150.00 6350.00 5700.00 5100.00 4650.00 2350.00

300 Kearney Circle  
Hartshorn, MD 20704

1977-78 Templeton Green I Limited Partnership  
SCHEDULE A

Page: 12  
Date: 09/18/09

LIMITED PARTNERS

NAME & PERMANENT ADDRESS	CLASS	PERCENT OF TOTAL CONTRIB.	FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT	FOURTH PAYMENT	FIFTH PAYMENT	SIXTH PAYMENT	SEVENTH PAYMENT	EIGHTH PAYMENT	NINTH PAYMENT	TENTH PAYMENT
Albert J. Burke, M.D. 8271 Merrill Woods Road Brimfield, IL 60321	E	1.430000	1.0000	24,150.00	6350.00	5700.00	5100.00	4650.00	4650.00	2350.00		
Mr. Gerald Kelley 103 Joppatill Road Bedford, MA 03102	A	1.430000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00		
Mr. Eric G. Sandquist 610 Marlard Street Milton, MA 02186	A	1.430000	1.0000	24,750.00	600.00	6350.00	5700.00	5100.00	4650.00	2350.00		
Mr. Jerome Miller c/o The March Company, Inc. 150 Federal Street Boston, MA 02110	C	0.050000	0.0000	12.50	12.50							
Mr. Jay B. Montgomery 150 Federal Street Boston, MA 02110	C	0.050000	0.0000	12.50	12.50							

**RESEARCH DESIGN**

[illegible]

LIMITED PARTNERS

NAME & RESIDING ADDRESS	CLASSED BEFORE THE PARTNERSHIP	PERCENT OF UNITS	TOTAL CONTRIB.	FIRST PAYMENT	SECOND PAYMENT	THIRD PAYMENT	FOURTH PAYMENT	FIFTH PAYMENT	SIXTH PAYMENT	SEVENTH PAYMENT	EIGHTH PAYMENT	NINTH PAYMENT	TENTH PAYMENT
Mr. James L. Pope P. O. Box 603 Hollywood, FL 33023	0	1.000000	0.0000	50.00	50.00								

File Now! Due on or before January 1, 1990

LIMITED PARTNERSHIP  
ANNUAL REPORT

1990



Read Instructions on Other Side Before Making Entries  
Filing Fee Required—Make Checks Payable To: Department of State

A15592  
TANGLEWOOD GREEN I LIMITED PARTNERSHIP  
& THE MARCH COMPANY, INC.  
150 FEDERAL STREET  
BOSTON, MASS 02110

10/27/1983

FLORIDA

FOR FISCAL USE ONLY

\$1,463,800.00

\$1,452,450

Please submit your 1990 Annual Report with  
a remittance of U.S. Dollars payable in full at a financial institution located in the U.S.

59-2345299

THE MARCH COMPANY, INC.

25 FEDERAL STREET

BOSTON, MA

150 Federal Street

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

REGISTERED AGENT INFORMATION

OFFICE USE ONLY

CARNEY, MARY JO  
360 CENTRAL AVE., SUITE 1500  
ST. PETERSBURG, FL 33701-0000

FD 12/29/89

Note: The Registered Agent MAY NOT be changed on this form; an Amendment must be filed.

Signature

W. March - VP

December 5, 1989

The March Company, Inc.

By: William W. Post

Vice President

617-951-2370

STATE OF Massachusetts

Suffolk

Signature of the Registered Agent William W. Post

Signature to and date of filing

5th

December

89

My signature expires

Russell B. Severson

June 22, 1995

File Now! Due on or before January 1, 1991

LIMITED PARTNERSHIP  
ANNUAL REPORT  
1991



FLORIDA DEPARTMENT OF STATE  
JIM SMITH  
Secretary of State  
DIVISION OF CORPORATIONS

DO NOT WRITE IN THIS SPACE.

FILED  
DEC 31 1990

Read Instructions on Other Side Before Making Entries. Filing Fee Required—State Checks Payable To: Department of State

1. Name and Mailing Address of Limited Partnership

A15592  
TANGLEWOOD GREEN I LIMITED PARTNERSHIP  
& THE MARCH COMPANY, INC.  
150 FEDERAL STREET  
BOSTON, MASS 02110

If above address is incorrect in any way, enter the address  
in item 2, include Zip Code

2. Enter Change of Address of Limited Partnership  
Mailing Address

Principal Street Address

City

State

Zip Code

3. Date Registered to Do Business in Florida

10/27/1983

4. State or County of Incorporation

FLORIDA

5a. Anticipated Capital Contributions as Shown on Record

\$1,463,800.00

5b. Total Amount of Capital Contributions

— 0 —

6. Filing fee is figured at the rate of \$7.00 per thousand on CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$52.50 nor more than \$437.50. For questions concerning capital contributions or filing fees, please call (804) 467-6006. Please submit your 1991 Annual Report with a remittance of U.S. Dollars payable to the U.S. Treasury Department in the U.S.

FOR FISCAL USE ONLY  
LTD PARTNERSHIP  
TOTAL

7. Federal Employer  
Identification Number

59-2345299

8.

FBI Number Applied For  
FBI Number Not Applicable

CERTIFICATE OF STATUS DESIRED ☐

9. Name and Business Address of Each General Partner

Names of General Partners

Address of Each General Partner(s)  
(Do NOT Use P.O. Box Number)

City and State

THE MARCH COMPANY, INC.

150 FEDERAL STREET

BOSTON, MA

dm 12/31

Note: General Partners MAY NOT be changed on this form; an Amendment must be filed to change a General Partner.

10. Name and Address of Current Registered Agent

CARNEY, MARY JO  
360 CENTRAL AVE.  
SUITE 1500  
ST. PETERSBURG, FL 33701

11. Name and Address of New Registered Agent

Name

Street Address 1 (Do NOT Use P.O. Box Number)

Street Address 2 (Do NOT Use P.O. Box Number)

City and State

Zip Code

FL

12. Pursuant to the provisions of Sections 620.1001 and 620.102, Florida Statutes, the above-named Limited Partnership was organized or registered under the laws of the State of Florida to form this corporation for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its General Partner(s).

I hereby accept the appointment of registered agent. I am familiar with and accept the obligations of Section 620.102, F.S.

SIGNATURE (Registered Agent Accepting Appointment)

DATE

13. I certify that the information indicated on this annual report is true and accurate and that my signature shall have the same legal effects as if made under oath. I further certify that, as General Partner(s) of the Limited Partnership or the receiver or trustee empowered to execute this report as required by Chapter 620, F.S.

SIGNATURE *Bruce A. Connolly, SUPPLEMENTAL to THE March Company, Inc.*

DATE 12-28-90

Typed Name of General Partner Signing Form

THE MARCH COMPANY, INC. GP BY BRUCE CONNOLLY TREAS

Telephone Number

617-951-2370

14. STATE OF

Massachusetts

COUNTY OF

Suppau

BEFORE ME, this day personally appeared *Bruce A. Connolly* who being sworn deposes and says that the statements contained in the foregoing Annual Report are true and correct.

SUBORN TO AND SUBSCRIBED before me this

20th

My commission expires

12/31/91

*Charles J. Schuman*  
Notary Public

90

File Now! Due on or before January 1, 1992

LIMITED PARTNERSHIP  
ANNUAL REPORT

1992



FLORIDA DEPARTMENT OF STATE  
JIM SMITH  
Secretary of State  
DIVISION OF CORPORATIONS

APPROVED  
AND  
FILED

1991 DEC 31 AM 10:42

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

DO NOT WRITE IN THIS SPACE

Read Instructions on Other Side Before Making Entries. Filing Fee Required—State Checks Payable To: Department of State

1. Name and Mailing Address of Limited Partnership **DOCUMENT # A15592**

**TANGLEWOOD GREEN I LIMITED PARTNERSHIP  
& THE MARCH COMPANY, INC.  
150 FEDERAL STREET  
BOSTON, MASS**

02110

If above address is incorrect in any way, file through the correct information and enter correct address in Block 2

3. Date Registered to Do Business in Florida  
**10/27/1983**

4. State or Country of Formation  
**FLORIDA**

5a. Capital Contributions as Shown on Record  
**\$1,463,800.00**

5b. Actual Amount of Capital Contributions in Florida  
**\$1,100,000.00**

6. Annual Report filing fee is figured at the rate of \$7.00 per thousand on ACTUAL CAPITAL CONTRIBUTION, but in no case shall the amount be less than \$25.00 nor more than \$437.50. For questions concerning filing fees please call 904-487-4004. Please indicate on 1992 Annual Report with a reproduction of U.S. Dollars payable at the rate of a Federal Reserve Note in the U.S. Make check payable to Department of State.

7. Federal Employer Identification Number **58-2345299**

FBI Number Assigned for  
"FD Number" Not Applicable

CERTIFICATE OF STATUS DESIRED ☐

8. Name and Business Address of Each General Partner

Name of General Partner

Address of Each General Partner  
(Do NOT Use Post Office Box Numbers)

City and State

**THE MARCH COMPANY, INC.**

**150 FEDERAL STREET**

**BOSTON, MA**

Note: General partners MAY NOT be changed on this form; an amendment must be filed to change a general partner.

9. Name and Address of Current Registered Agent

**CARNEY, RORY JO  
360 CENTRAL AVE.  
SUITE 1500  
ST. PETERSBURG, FL**

33701

10. Name and Address of New Registered Agent

Name

Street Address 1 (Do NOT Use P.O. Box Number)

Street Address 2 (Do NOT Use P.O. Box Number)

City and State

Zip Code

If above address is incorrect in any way, file through the correct information and enter correct address in Block 10

11. Pursuant to the provisions of sections 620.101 and 620.102, Florida Statutes, the above-named limited partnership organized or registered under the laws of the State of Florida, submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by its general partner(s).

I hereby accept the appointment of registered agent, I am familiar with and accept the obligations of section 620.102, Florida Statutes.

SIGNATURE (Registered Agent Accepting Appointment)

DATE

12. I certify that the information indicated on the annual report is true and correct and that my signature shall have the same legal effect as if made under oath. I further certify that I am General Partner of the limited partnership or the receiver or trustee empowered to execute this report as required by chapter 620, Florida Statutes.

SIGNATURE **The March Company, Inc., Gen. Part. By: Arthur Blasberg, Jr.** DATE **12-31-91**

Typed Name of General Partner Signing Form **The March Company, Inc., Gen. Part.**  
By: **Arthur Blasberg, Jr., Receiver** Telephone Number **617-951-2370**

13. STATE OF **Massachusetts** COUNTY OF **Suffolk**

BEFORE ME, the day personally appeared **Arthur Blasberg, Jr.**

known to me and subscribed before me the **31st** day of **December**, 19**91**

My commission expires **6/19/98**

Notary Public

CR-602 (503) (7/91)