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David E. DeSerio, P.A. Attorney at Law 6717 N. Dale Mabry Tempa, Florida 33614

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CHANGE OF ADDRESS NAME Tanglewood Green I limited Particles. Appress P.O. Box 935, Molbourne, FL. CHANGE OF ADDRESS Brevard County Me 1 bourne LP No. INVESTED CAPITAL \$50.00 7) **Ú**

AGREEMENT

- 1. This Agreement of Limited Partnership made and entered into as of the boundary of October, 1983, which is an entered into as of the boundary of October, 1983, which is an entered partner with the sometimes called a "General Partner" and sometimes called the "Managing General Partner"), and THE MARCH COMPANY, INC., 75 Pederal Street, Boston, Massachusetts 02110, as limited partner (hereinafter called the "Limited Partner").
- 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, Plorida 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 Plorida Limited Partnership.
- 4. Place of Business. The principal place of business of the Limited Partnership shall be in the State of Plorida at P.O. Box 935, Melbourne, Plorida 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, gentate and lease units and commercial space in the Iroject.
- (d) To incur indebtedness, borrow memory, 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 appurutenant thereto, necessary, appropriate, or incidential to the construction, operation, ownership, development, maintanence 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.
- 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. POPE, P.O. Box 935, Melbourne, Plorida 32935.

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

THE MARCH COMPANY, INC.

75 Federal Street Boston, Maswachusetts 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 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 Corporace General Partner and the Limited Partners are set forth below:

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

- additional contributions are required to be made as any Limited Partner.
- 11. Return of Limited Partner Contribution. The contribution of each Limited Parnter 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.
- 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.
- 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 1514 Agreement for the giving, service or delivery of any notice, such notice shall be deemed to have been daly 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 deemed to have been given, served and delivered on the date following the date or 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.

- Agreement nor any provision thereof may be changed warved, discharged, terminated, modified or amended orally, and only by an instrument in writing executed by the part against whom enforcement of the change, warver, discharge, termination, modification or amendment is sought.
- 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, Plorida 33614.

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

WI VDOGG

Witness

"General Partner"

ву: _

dames L. Pope

"Limited Partner"

THE MARCH COMPANY, INC., a Massachusetts Corporation

Ey:

President

ATTEST

Bondan Clerk

CORPORATE SEAL)

COUNTY OF SUFFOLK The foregoing instrument was acknowledged before me this 446 day of October, 1983, by 1: Peter Karoff as Yestident 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 day of October, 1983, by JAMES L. POPE, individually.

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXPRES ANE 23 1987 BUNDED THEU GENERAL INSURANCE UND

STATE OF MASSACHUSETTS

COUNTY OF SUFFELK

The foregoing instrument was acknowledged before me this in the day of October, 1983, by H. Refer Karoff as French as French of THE MARCH COMPANY, INC., a Massachusetts Corporation, on behalf of said corporation.

Notary Public

My Commission Expires: 8/11/25

STATE OF FLORIDA

COUNTY OF PINELLAS

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

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EIPRES AME 23 1987 BUNDED THRU GENERAL INSURANCE UND

LP 15592 REPORTION INFORMATION SERVICES INC.

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

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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 exactly add 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

PRELICIONAL SIXTEMENT

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 assented (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'Cornor, Jay H. Montgomery and Jerome Heller (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 CRM 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 [1: (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 "Largo 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 tha "Second Mortgages");

(ii) except as otherwise provided below, require the pay ent 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.

WITHERSETH:

MEMBAS, 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 1% of such interest and the balance of such interest held by March as nomines 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.

VERNEAS, 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

NEMBERS, the General Partner and March desire to admit as Limited

Partners of the Partnership the persons designated in Exhibit A herete as the

Class A and Class C Partners, and to smend the Original Agreement to reflect

such admission and certain others 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. <u>Formation</u>. 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. <u>Purposes</u>. (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 indebted ness 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 IX 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). 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-

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.

Eac. 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.
- 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 default. ing 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 nondefaulting 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

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 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

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.

- 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.
- The Class B Partner would have the right, (iii) 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 noninterest 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.

- 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. <u>Distributive Shares</u>. 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 fullows: (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 Puragraphs 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) herzof.

- (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 Plow 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: (1) after the admission Date and prior to the Investment Recovery Event, 97.82 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. <u>Books and Reports</u>. (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 rest 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 (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, reput and tax return, shall transmit a copy thereof to each Partner.

- 13. Fiscul Year. The fiscal year of the Partnership shall be the calendar year.
- 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 du::
- (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

make the portion of his capital contribution which will be used to fund the Reserve Capital.

- 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.
- 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.
- 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. <u>Title to Property</u>. The property of the Partner-ship shall be held in the name of the Partnership.
- 16. <u>Bank Account</u>. 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 tenunts-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 Fartner. 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

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

Partner but without 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.

- ment, 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.

- (i) 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

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.
- (1) 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: (1) 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: (11) 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 The first five installments of the Investor Partnership. 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. 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 'oan 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 Pargraph 24(a) hereof, and would not be available to the Partnership for any other purpose. The Bridge Loan would be payble 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

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 & 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 apital, 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 wou'd 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.
- 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 Fartnership 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 (1) 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 <u>pro rata</u> share of profits and losses as described in Paragraph 9 hereof.

- (a) 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.
- 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 ll(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 ll(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(5) 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 mutters 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.

- (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. <u>Integration</u>. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereto and supersedes all prior and contemporations 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. <u>Further Assurances</u>. 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. <u>Definitions</u>. (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:
 - (1) a men . . 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 Partner hip, 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 Partner sip. For the purpose of this staragraph 30(d):

- (i) incapacity shall mean an adjudication of insanity or incompetency;
- (ii) bankruptcy shall be deemed to occur when a General Fartner files a petition in bankruptcy, volum arily takes any advantage of any bankruptcy or in olvency 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 Agraement, 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.
- ment 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 Fartner, and one or more Limited Partners shall sign at least one counterpart.
- 32. <u>Captions</u>. 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. <u>Separability</u>. In case any one or more of the provisions of this Agreement (or part thereof) shall be or become invalid, illegal or unenforce_ble 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.

COMMONWEALTH OF MISSACHUSETTS

COUNTY OF SUFFOLK

(Corporate Seal)

(Corporate Seal)

Attest:

(Corporate Seal)

(Corporate Seal)

(Corporate Seal)

(Corporate Seal)

On this the 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 subscriped my hand and affixed my official seal.

Notary Public

My commission expires:

(Notarial Seal)

August 16, 1985

	The said
	Signature
	Social Security Number
TTS)
_) >a.i

COMMONWEALTH OF MASSACHUSETTS)
) Tales
COUNTY OF SUFFOLK)

On this the day of October, 1983, before

me, Denna M. Press , 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 WITHESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

Signature

Social Security Number philip

COMMONWEALTH OF MASSACHUSETTS)

1 55.1

COUNTY OF SUFFOLK)

On this the 7th day of October, 1983, before me, from a M. Comp, 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:

Signature

Social Security Number 033-30-/557

COMMONWEALTH OF MASSACHUSETTS)

SECOUNTY OF SUFFOLK)

On this the day of October, 1983, before ma, which will be undersigned officer, personally appeared Peter D. O'Connor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the ininstrument 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:

	Secretary Company of the second
	Signature
	Social Security Number
COMMONWEALTH OF MASSACHUSETT COUNTY OF SUFFOLK	S)) sa.:)
On this the 11th day	of October, 1983, before undersigned officer, personally
De freezena the Conge the	undersigned officer, personally
appeared Jay H. Montgomery,	known to me (or satisfactorily
proven) to be the person who	se 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 Publication
My commission expires:	(Notarial Seal)

James L. Pope & 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. Tilbon

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 prisition

Imburgia, Imburgia, By Anthony J. Imburgia and Anthony E. Imburgia Stephan Thernstrom Robert Hou Charles J. Reilly, Jr., 9.D.S. Henry Lerner, M.C. Anthony J. Parkinson I. Joseph fosta, Jr. David M. Pouliotte Dennis A. Nolin William E. & Barbara Poplack, Joint Tenants with Pights of Survivorship Bric G. Sandquist Michael J. Twomev, M.D. Gerald J. Kelley Rudolph F. Lia H. Peter Karoff Peter D. O'Connor Jerone Heller Jay H. Montgomerv Joyce M. Denney

On this the 19th day of Getober, 1983, before me. DIANE M. Novara , 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 & Limited Partners pursuant to their powers of attorney granted to him as General F rtner.

38.1

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

Signe M Sorath

Botary Public

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPRES ARE 23 1987

STREETUNG GELINITY I NEED OFFICIANT

A LISTING

General Partners

		Class	-	B	RAILE	Capit	Capital Contribution	is
Joseph L. Rope		General Partmer	artner	P. O. Bor 935 Melbourne, Fl	P. O. Bow 935 Melbourne, Florida (1935	5	\$5 0	
			긜	<u> Limited Partners</u>				
N.	Class	Aggregate Capital Contribution	Oppital Orderibation First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Cantribution Fifth Installment	Capital Contribution Sixth Installment
Rimard Zaveglia A 4 Tuxford Terr. Backing Ridge, NJ 07920	>	\$24,750	\$ 600	\$6 , 350	\$5, 700	\$5,100	\$4,650	\$2,350
William B. Mitchell 107 High Ridge Road Boxford, PA 01921	>	\$24,750	\$ 600	\$6,350	\$5, 700	\$5,100	2 , 650	\$ 2, 350
Ozin R. McArdle, M.D. 31 Maytrióge Street Bromiline, MA 02146	.D. >	\$24, 750	\$ 600	\$6, 350	65 , 700	\$ 5, 100	\$4 , 650	\$ 2, 350
Midmel M. Wood A 15 Linden Street No Headlton, MA 01982	982 >	\$24,750	\$ 600	\$6,350	53, 700	\$5,100	\$4, 650	\$2, 350
Carl A. Anderson, M.D. A 74 Greenhill Road Mathood, MA 02090	D. >	\$ 12, 375	8300	63 , 175	42,85 0	\$2,550	\$2, 325	\$1,175

AIRBORDANA GREEKT I NEED GOOGTENALL

Linited Partners

K.	Class	Aggregate Capital Contribution	Capital Contribution First Installment	Capital Contribution Becord Installment	Capital Contribution Third Installment	Capital Contribution Yourth Installment	Capital Contribution Fifth Installment	Capital Contribution Sixth Installment
Mian M. Ashraf, M.D. A 358 Gien Road Meston, PA 02193	>	\$24,750	\$ 600	\$6,350	\$ 5, 700	\$5,100	\$4,650	\$2,350
Dolores B. Sternberg A 7648 No. Lowell Avenue Skokie, IL 60076	7 ×	\$24, 750	\$ 600	\$6,350	\$5, 700	\$5,100	\$4,650	\$2, 150
Rchard E. Jacobs, Jr. A 60 Wellesley Road Delmont, MA 02178	Jr. ≯	\$24,750	\$ 600	\$6,350	\$ 5, 700	€2,100	\$4,650	\$2,350
William J. Motz 436 Lafayette Street Selem, MA 01970	*>	\$24,750	\$600	\$6, 350	\$5,700	\$ 5, 100	\$4,650	\$2,350
Michard M. Herman, M.D. A 15 Presmell Road Cortland, ME 04102	.b. >	\$24,750	\$6 00	\$6,350	8 5, 700	\$ 5, 100	\$,650	\$2,350
hames F. Gilligan, Il Berkeley Street habridge, PA 02138	B 1.	\$24,750	\$6 00	\$6, 350	\$ 5, 700	\$5,100	\$4,650	\$2,350
myrae H. Kilbey A M Hartington Woods Parkamy my Village, CH 44140	Partney	\$24,750	\$600	\$ 6, 350	\$5, 700	\$5 , 100	\$4 ,650	\$2,350

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Linited Partners

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	Clare.	Aggregate Capital Cantribution	Capital Contribution First Installment	Capital Contribution Bacond Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installment	Capital Contribution Fifth Installment	Ospital Osstribution Sixth Installment
Richard C. & Linda R. A Ashaorth, Joint Terants Rights of Survivorship 21 Beaver Drive Shreesbury, PA 01545	R. A Nemants with xeahip	\$24,75 0	\$ 600	\$ 6, 350	\$ 5, 700	\$5,100	\$4 ,650	\$2,350
Francis J. McCloneld A 67 Butternut Lane Methwen, MA 01844	*	\$24,750	\$600	\$6, 350	\$ 5, 700	\$5,100	\$4,650	\$2,350
Edward H. Smith, M.D.A & Arms C. Smith, Joint Termine with rights of Survivorship 33 Onte House Road Chestrut Hill, MA 02167	Joint the of	\$24,750	\$ 600	66 , 350	\$ 5, 700	\$5, 100	\$4, 650	\$2,350
James Coley Dargle, M.D. A 23 Griscom Road Budbury, MA	M.D. A	\$24,750	\$ 600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Revin W. & Virginia C. A Moody, Joint Tenants with Rights of Survivorship 137 Stone Root Lane Concord, MA 01742	C. A anks with wiship	\$12,375	8 300	\$ 3,175	\$2,850	\$2,550	\$2,325	\$ 1.175
Isburgia, Isburgia A By Anthony J. Isburgia and Anthony E. Isburgia P. O. Box 36 Whitseim, IL 60970	la A Imburgia Imburgia	824,750	\$600	€ 6,350	\$5, 700	\$5,100	\$4,650	\$2,350

THEISTAND CHEEK I LIMITED PARTICIPATION

Compted Partners

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Nome Class	Aggregate Capital Cartribution	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Curtibution Fourth Installment	Capital Cartribution Fifth Ingtallment	Capital Ontribution Bixth Installment
Stephan Thernetrom A 1445 Hassachusetts Avenue Lamington, MA 02173	\$24,750 nue	\$60 0	\$6,350	\$5,700	\$5, 100	1 ,650	\$2,350
Nobert Vincent Hau A 3225 Highwey 101, Morth Plymouth, MN 55447	\$24, 750 h	\$600	\$6, 350	\$ 5, 700	\$ 5, 100	\$4 ,650	\$2,350
Charles J. Reilly, Jr., A D.D.S. 3 Sardstone Trail New City, NY 10956	, A \$24,750	\$5 00	\$ 6, 350	\$ 5, 700	\$ 5, 100	\$,650	\$2,350
Henry Lermer, M.D. A 180 Allerton Rd. Hewton, PA 02161	\$24, 750	1600	\$6, 350	\$5, 700	\$ 5, 100	\$,650	\$2,350
Anthony J. Parkinson 7 Bashman Place New York, MY 10022	A \$24, 750	\$600	\$6, 350	\$ 5, 700	\$ 5, 100	\$4 , 650	\$2,350
I. Joseph Costa, Jr. P.O. Box 123 Nowayton, CT 06853	A \$24,750	\$ 600	\$6, 350	\$ 5, 700	\$ 5, 100	\$4, 650	\$ 2, 350
David M. Pouliotte Box 147 Roscom, MH 03234	A \$24,750	\$600	\$6,350	\$5,700	\$5 , 100	\$4,650	\$ 2, 350

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Linited Partners

Joyce M. Darray Modelde Lara Presport, MR 04032	Rudolph F. Lia 3D #2, Box 2412 Shelburne, VT 05462	Gerald J. Kelley A Harker Farm Rd. Peterborough, NH 03456	Michael J. Twomey, 33 Kathleen Dr. Andover, MA 01810	Eric G. Bandquist 83 Alfred Rd. Milton, MA 02186	William E. Poplack A & Barbara Poplack, Joint Tenante with rights of Survivorship 114 Kirkstall Road Heston, MA 02160	Dernis A. Molin NPD #2, Box 372 Chichester, NH 03263	
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\$24,750	\$24,750	\$24, 750	824, 75 0	\$24,750	\$ 12, 375	#24, 750	Aggregate Capital Cantribation
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\$6, 35 0	\$6, 350	\$ 6, 350	\$ 6, 350	\$ 6, 350	\$3,175	8 6, 350	Capital c.xribation Second Installment
85, 700	85, 700	\$5, 700	\$5, 700	\$5, 700	\$ 2,850	\$ 5, 700	Capital Contribution Third Installment
\$5,100	\$5,100	\$5, 100	\$5, 100	\$ 5, 100	\$2,5 50	\$5 , 100	Capital Contribution Fourth Installment
14, 650	\$4,650	4 , 650	\$4 , 650	1 , 650	\$2 , 325	\$4 ,650	Capital Contribution Fifth Installment
\$ 2, 350	\$ 2,350	\$2,350	#2, 350	\$2,350	\$1,175	\$2, 350	Capital Contribution Bigth Installment

ANERGRANA GELINT I KORE GTEVERNAL

Linksed Partners

	CI CI	Aggregate Capital Captribution	Capital Contribution First Installment	Capital Contribution Second Inst. Ilment	Capital Carkelbation Third Installment	Capital Cantribution Faurth Installment	Capital Capital Capital Cantribution Cantribution Rourth Fifth Sixth Installment Installment Installment	Capital Cantribution Sixth Installment
Peter Karoff DO Prince Street Newton, MA 02165	ъ >	\$182,531.25	\$4,425.	\$46,831.25	\$42,037.5e		\$37,612.50 \$ 34,293.75\$17,331.2	75 \$17, 131.2
ter D. O'Compor A Resex Street mestmat Hill, MA 02167	A 02167	\$182,531.25	\$4,425.	\$46,831.25	\$42,037.50	\$42,037.50 \$37,612.50		\$34,293.75 \$17,331.25
Rickory Hill Road Nlokory Hill Road Nland, MA 01778	<u> </u>	\$192,531.25	\$4,425.	\$46,831.25	\$42,037.50	\$42,037.50 \$37,612.50		\$34,293.75 \$17,331.25
y H. Honigomery Prospect Street Brewebury, PA 01545	Ğ >	\$182,531.25	\$4,425.	\$46,831.25	\$42,037.50	\$42,037.50 \$37,612.50		\$34,293.75 \$17,331.25

DANGERGAND GREEN I NEED GOOFFING

Heited Partners

The March Company, Inc. 75 Paderal Street Boston, MA 02110	
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	Capita Fifth
	cion Cantribution Sighth Installment

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Jerome Heller 24 Hickory Hill Road Wayland, MA 01778 51 Resex Struct Chestrut Hill, MA 02167

Pater D. O'Cornor

G

H. Peter Karoff 100 Prince Street W. Hewton, MA 02165

a

Jay H. Mortgomery C 10 Prospect Street Shrewsbury, MA 01545

TOTAL AGGREGATE
CAPITAL CONTRIBUTIONS

\$1,373,725.00

L-P155-92

CORPORATION INFORMATION SERVICES. INC.

502 East Park Avenue Tallahassee, Ft. 32301 (904) 222-9171
MAILING ADDRESS: Post Office Box 10329 Tallahassee, Ft. 32302
TOLL FREE IN FLORIDA 1-809-342-8888



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TOTAL DUE

617-542-2555

TELEPHONE NO .:

Forp 50 (9/82) CHANGE OF ADDRESS CHANGE OF ADDRESS NAME ____Tanglewood_Green_I_Limited Partnership...__ P.O. ADDRESS _P.O. Box 935, Melbourne, FL _32915_____ Amend. filed 12-30-83 inc easing to \$1,373,725.00 Amend. to LP filed 1-30-84, inc. cont. to \$1,385,100.00. DATE Brevard County Melbourne PERIOD 2 NO INVESTED CAPITAL AMOUNT \$50.00 .15592 ------50 Years 10-27-83 PAIC

; :

TANGLEMOOD GREEN I LIMITED PARTNERSHIP

(A Florida Limited Partnership)

SECOND AMENDMENT TO

FILED

JAN JU J 07 PW 84

SECOND AMENDMENT TO

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

PARTNERSHIP (herein called this "Amendment"), dated as of
January 30, 1984, by and between Charles L. Pfeil, Waldo
Newcomer, Thomas Plood, 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

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 'artnership 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:

- 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.
- 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

purposes with respect to such interest. The General Partner of the Partnership, for hisself 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 asended as provided below.

- Section 7(b) of the Agreement is hereby amended 5. 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 The capital contribution of each such Class D Partner hereto. 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 Plorida. The second such installment shall be due on January 15, 1985. third such installment shall be due on January 15, 1986. fourth such installment shall be due on January 15, 1987. fifth such installment shall be due on January 15, 1988. 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:

"97.8% 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.
- g. 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.
- 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, P.d 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
) ss.
COUNTY OF SUFFOLK
)

On this the day of January, 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:

WITHDRAWING LIMITED PARTNER

Signature

COMMONWEALTH OF MASSACHUSETTS)

SB.:
COUNTY OF SUFFOLK)

On this the 'y' 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:

WITHDRAWING LIMITED PARTNER

Signature /

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

On this the day of January, 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.

Notary Public

My commission expires:

WITHDRAWING LIMITED FARTNER

Signature

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

38.:

On this the 19 day of January, 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.

Notary Public

My commission expires:

(Notarial Seal)

8/16/85

By H. Peter Karcii, President	(Corporate Seal)
	Attest:
	By Fothern D. Wkinkered.
COMMONWEALTH OF MASSACHUSETTS	
COUNTY OF SUPFOLK) 35. :
On this the 19 day of	January, 1984, before me,
Donna M. Pizzo, the undersigned	officer, personally appeared H.
Peter Karoff, who acknowledged h	imself to be the President of
The March Company, Inc., a corpo	ration, and that he, as such
President, being authorized so t	o do, executed the foregoing
instrument for the purposes ther	ein contained, by signing the
name of the corporation by himse	lf as President
IN WITHESS WHEREOF, I h	ereunto subscribed my hari and
affixed my official seal.	Arenna A. Com
My commission expires:	Notary Public Ville (Notarial Seal)

August 16, 1985

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

رع دیمات and Class D

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
Richrd M. Herman, M.D.
James F. Gilligan, M.D.
David Shirazi
Richard S. Bakulski

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

CLASS D LIMITED PARTNERS

Edward E. Jacobs, Jr.

William J. Metz

Richrd 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

Prank MacDonald

Edward Smith, M.D.

James C. Dangle, M.D.

Rights of Survivorship
Prank 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

Anthony J. Parkinson
I. Joseph Costa, Jr.
David M. Pouliotte
Dennis A. Molin
William E. Poplack & Barbara Poplack,
Joint Tenants with Rights of Survivorship
Bric G. Sandquist
Michael J. Twomey, M.D.
Gerald J. Kelley

Gerald J. Kelley Rudolph F. Lia

STATE OF PLORIDA

COUNTY OF BREVARD

55.1

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.

Hotary Public

INNUERALL CHESE I. CITIFELL FOR INCHAFEL

V ITHTHIS

beneral Factors

Cars A. Anderson, M.D. A 64 Creenhill Road Westwood, PA Debyo	Michael N. Wood A 15 Linden Street 50. Hamilton, MA 01962	Colin R. McArdle, M.D. A 31 Meybridge Street Brookline, MA Oclab	Maliton & Mitchell 107 Magh Klage Road Bustord, WY 01961	Editord Lavaglia A A luxtord lett. Bunking Ridger NJ 079e0	N. Serve		James L. Mape	Charac:
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Limited Partbers

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William J. Mets A 436 LuPayette Street Salem, MA 01970	\$24,750	96 UU	96 , 350	9 5, 700	9 5 , 100	\$4 ,650	€ €, 450
Riched M. Herman, M.D. A 15 President Road Portiand, ME 0410d	##A,750	\$ 600	9 6, 350	9 5, 700	\$., 100	# 4,650	1 , 350
James F. Gilligar, M.D. A El Berkeley Street Cambridge, MA Octis	\$24,750	8600 0	96, 350	9 5, 700	95 , 100	94 ,650	#K' 740
Mayric H. Kilber A 64 Phintington Miode Parkway Bay Village, CH 49140	###.750	86 (3)	36, 350	#5,700	9 , 100	8 4,650	\$ 2, 350

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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

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CREEN NUMBER	ORDER DATE	CUSTOMER NO.	CODE	REFERENCE
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Tanglewood Green I Limited Partnership Amendment/Two Certified Copies

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

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Documents received by Airborne

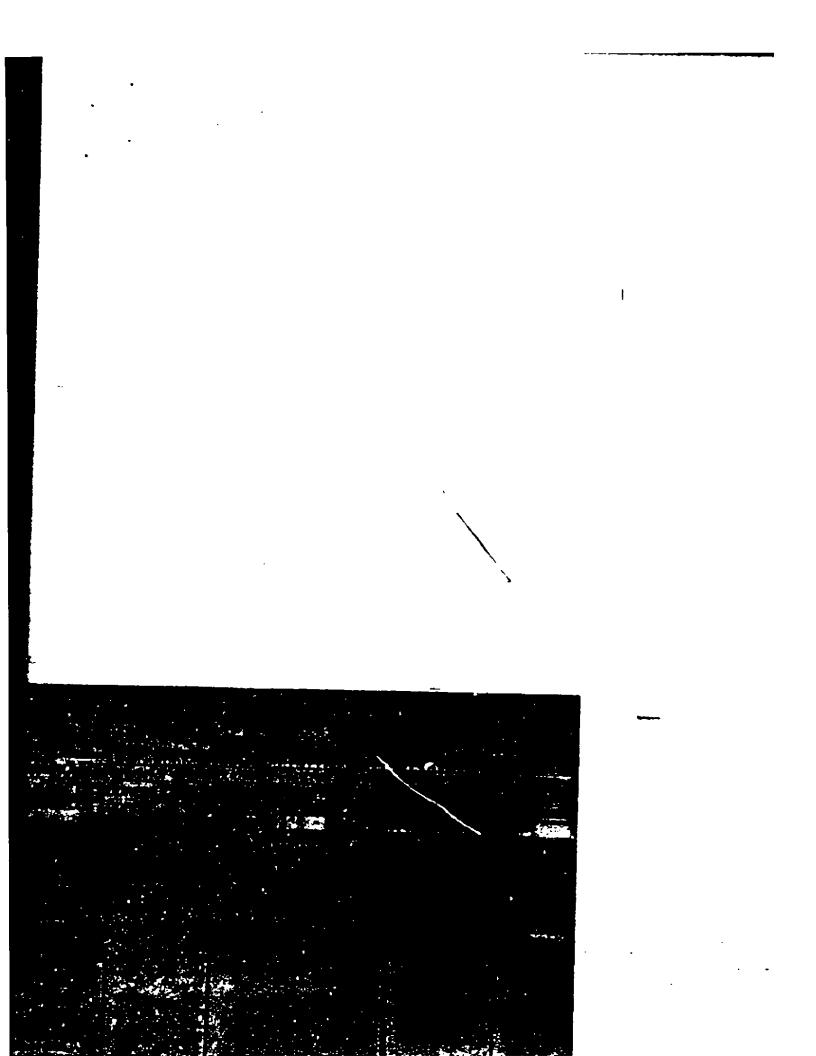
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SECRETARY OF STATE
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NAME: The March Company 75 Federal St., Boston, Mass. 02110 617-542-2555	005 6627	CD5 6C27
TELEPHONE NO.:	3/12/5:	3/C8/ 54

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TANGLEWOOD GREEN I LIMITED PARTHERSHIP

FILED

State of the Sales

(A Plorida Limited Partnership)

SECRETAR POLITATE

THIRD AMENDMENT TO

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

PARTNERSHIP (herein called this "Amendment"), dated as of
Pebruary 27, 1984, by and between Lawrence H. Hoepp, M.D.
(herein called the "Substitute Partners"), and each of the
persons design... i 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
Plorida 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 PARTHERSHIP FILED

(A Florida Limited Partnership)

3442 1 1 14 19 SECRETAR OF STATE

THIRD AMENDMENT TO

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

THIRD AMENDED CERTIFIC TE AND AGREEMENT OF LIMITED PARTNERSHIP (herein called this "Amendment"), dated as of Pebruary 27, 1984, by and between Lawrence M. Hoepp, M.D. (herein called the "Substitute Partners"), and each of the persons design. 1 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 & 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.
- 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.

- By executing this Amendment, the Substitute 3. 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 WITHESS WHEREOF, the Substitute Partners and the Withdrawing Partners, and eigh 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.

Jerose Heller, Vice President

(Corporate Seal)

Attest

By Becken D Weinberger
Registant Clerk

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

84.1

On this the 2 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 WITHESS WHEREOF, I hereunto subscribed my hand and affixed my official seal.

Notary Publice

My commission expires:

(Motarial Seal)

August 16, 1985

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

CLASS A LIMITED PARTHERS

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. Mets Richrd M. Herman, M.D. James F. Gilligan, M.D. David Shirasi 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. Impurgia and Anthony E. Imburgia Stephan Thernstron Robert Bou 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 PARTHERS

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 Plood, M.D.
Adam Crescensi
Carl D'Orsi, M.D.
Frank A. Luckay, M.D.
Frank A. Luckay, M.D.
rth. Robert D. Keefe
Thomas A.Risser, M.D. Tranquiking R.Risser, M.D.
CLASS A/WITHDRAWING LIMITED PARTNERS

H. Peter Karoff Peter D. O'Connor Jerome Heller Jay H. Montgomery STATE OF FLORIDA)
COUNTY OF BREVALD)

on this the 3rd day of February, 1984, before me, Pamela G. Pillin , the undersigned offices, personally appeared James L. Pope, known to me (or satisfactority preven) 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 Fartner and on behalf of the aforementioned Class A Limited Partners pursuant to their powers of attorney granted to him as General Partner.

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

Jamela of Ifie

My commission expires:
MOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 12 1986
MEDID THE COMMISSION EXPIRES

(Notarial Seal)

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General Partners

Jones L. Rope	Clase Ografal Partner	Artner	Address: P. O. Box 935	Address: P. O. Box 935		Capital Contribution \$50	t
	٠	Œ	Limited Partners				
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Binard Zavaglia A 4 Turford Terr.	\$24,750	\$ 600	\$6,350	\$3,700	\$5,100	₩,650	\$2,35 0
William B. Mitchell A 107 High Ridge Road 2r-ford, MA 01921	\$24, 750	\$6 .70	\$6, 3 50	\$5,700	\$5,100	\$4,650	\$2,350
Colin R. McArdle, M.D. A 31 Maybridge Street Brockline, MA 02146	\$24, 750	\$6.00	\$6, 350	\$ 5,700	\$5,100	1,650	\$2,350
Michael H. Wood A 15 Linden Street So. Hamilton, MA 01982	\$24, 750	\$600	3 6, 350	\$ 5,700	\$ 5,100	1 , 650	\$2,350
Carl A. Anderson, N.D. A 64 Greenfull Road Mastecod, MA (7972)	\$12,375	. 300	\$3,175	\$2,850	8 2,550	\$2, 325	\$1,175

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None		Aggregate Capital Contribution	Oppital Oracribution First Installment	Ospital Contribution Benced Installment	Capital Catification Third Installment	Capital Contribution Fourth Installment	Ospital Contribution Fifth Installment	Oxpital Contribution Sixth Installment
Mign M. Aghraf, M.D. A 358 Glen Road Waston, MA 02193	.o. >	\$24, 750	₽ 600	\$6 , 350	\$5, 700	\$5,100	\$4 ,650	\$2,350
Dolores B. Sterrberg A 7648 No. Lowell Avenue Skokie, IL 60076	berg A Averue	\$24,750	86 00	\$6, 350	\$5,700	\$5,100	¥4,650	\$2,350
Rheart E. Jacobs, 60 Well weley Road Belmont, MR. 02178	# טר. ➤	\$24,750	\$ 600	\$6, 350	. \$5, 760	\$5 ,100	\$4,650	\$2,350
William J. Mets 435 Lafayette Street Salem, WA 01970	7 0	8 24, 750	\$ 600	\$6,35 0	\$ 5,700	\$ 5,100	\$4,650	\$2,350
Richard M. Herman, M.D. A 15 Presnell Road Portland, MS OdiO2	R.D. >	\$24,750	\$ 600	\$6,350	\$ 5,700	\$5, 100	\$4 ,650	\$2,350
James F. Gilligan, 21 Berbaley Street Cambridge, MR 02138	3, M.D. >	\$24,750	\$ 600	\$6, 350	\$ 5,700	\$5,100	\$4 ,650	\$2, 350
Wayne H. Kilbey A 64 Hamtington Woods Farkway Bay Village, CH 44140	A Ade Partney W140	\$24,750	\$ 600	\$6,350	\$5,700	#5,100	\$4,650	\$2,350

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Francis J. MacDonald A 67 Butternut Lane Methuen, MA 01844	>	\$24, 750	\$500	\$6, 350	\$5,700	\$5 ,100	14 , 650	\$2,350
Rheard H. Smith, M.D.A & Arms C. Smith, Joint Temants with rights of Survivorship 33 Cate House Road Chestrant Hill, MA 02167	Joint atte of 022.67	\$24,750	\$ 600	\$6, 35 0	\$ 5,700	\$5. 100	\$4,65 0	\$2,350
James Coley Dargle, M.D. A 23 Griscom Road Budbury, MA	H.D. A	\$24, 750	\$6 00	\$6, 350	\$ 5,700	\$ 5,100	\$4,650	\$2,350
Ravin W. & Virginia C. A Moody, Joint Tements with Rights of Survivorablp 137 Stone Root Lane Conocrd, MA 01742	a C. A ants with orandp	\$ 12, 375	\$3 00	0 3,175	\$2,850	\$2, 550	0 2, 325	\$1,175
Isburgia, Daburgia A By Anthony J. Isburgia and Anthony E. Isburgia P. O. Box 36 Whteelm, IL 60970	A burgia stourgia	\$24, 750	* 600	\$6,350	\$5,700	\$5,100	\$4 ,650	\$2,350

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Staphan Thernstrom A 1445 Masachusetta Avenus Lexington, MA 02173	\$24, 750	\$600	\$6,35 0	\$ 5,700	\$5,100	14, 650	\$2,350
Robert Vincent Hau A 3225 Highway 101, North Plymouth, MN 55447	\$24,750	\$600	\$6,35 0	\$5,700	\$5,100	\$4, 650	\$2, 350
Charles J. Reilly, Jr., A D.D.B. 3 Sandstone Trail New City, NY 10956	\$24,750	\$ 600	\$6, 350	\$ 5,700	\$ 5,100	44 ,650	\$2,350
Henry Lerner, M.D. A 180 Allerton Rd. Hewton, MA 02161	\$24,750	\$ 600	\$6, 350	\$5,700	\$5,100	\$4,650	\$2, 350
Arklony J. Parkinson A 7 Beskman Flace Mew York, NY 10022	\$24,750	\$6 00	4 6, 350	\$5,700	\$5,100	\$4, 650	\$2,350
I. Joseph Costa, Jr. A P.O. Box 123 Rowsyton, CT 05853	\$24, 759	*8	46, 3 50	95 ,00	\$ 5,100	44 ,650	\$2, 350
David M. Pouliotte A Box 147 Epsca. MH 03234	\$24,750	\$600	\$6,35 0	\$5,700	\$5,1 ?)	\$4 ,650	\$2,350

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Dermis A. Rolin RFD 92, Box 372 Chichester, NH 03263	ٽن >	\$24,750	\$ 600	26 , 350	\$5, 700	\$ 5,100	\$4,650	\$2,350
William E. Roplack & Barbara Roplack, Joint Temants with of Survivorship 114 Kirkstall Road Hewton, MA 02160	h rights	\$12,375	. 906	\$ 3,175	\$2,8 50	\$2,550	\$2,3 25	\$1,175
Eric G. Sandquist 83 Alfred Rd. Milton, MA 02186	>	\$24,750	\$600	\$6, 350	\$ 5, 700	\$5,100	\$4,65 0	\$2,350
Michael J. Twomey, M.D. A 33 Kathleen Dr. Ardover, MA GL810	N.D. A	\$24,750	\$ 600	\$ 6,350	\$5,700	\$5,100	\$4,65 0	\$2,350
Gerald J. Kelley Harter Parm Rd. Peterborough, NH 03	C3456	\$24,750	\$ 600	\$6, 350	\$5,700	\$5,100	\$4,650	\$2,350
Rudolph F. Lia 9D 92, Box 2412 Shelburne, VT 05482	>	\$24,750	\$ 600	16, 35 0	\$5,700	\$ 5,100	\$4,650	\$2,350
Joyce M. Derrey Moodelde Lers Prescort, MR 04032	>	\$24,750	\$600	\$6,35 0	\$5,700	\$ 5,100	\$4,650	\$2,350

THROUGHOUS CHESKY I LIKETHE PARTNERSHIP

Control of the contro		Aggregate Capital Contribution	Capital Contribution First Installment	Oupital Contribution Baco d Installment	Capital Contribution Third Installment	Ospital Osntribution Pourth Installment	Capital Contribution Fifth Installment
Charles L. Pfeil 35 S. Lerox Street Morcester, MA 01602	8	\$24,150	\$6,350	\$5,700	\$ 5,100	\$4 , 650	ន
Waldo Nawcomer D 126 Nat Meedow Crossing Concord, MA 01742	e ing	\$24,150	\$ 6,350	\$5,700	\$ 5,100	\$4,650	\$2,350
Thomas Flood, M.D. 9 Cedar Hill Road Dover, MA 02030	O	\$24,150	\$6,350	\$ 5, 700	\$5, 100	\$4,650	\$2,350
Adam D. Crescensi 7 Fox Run Road Bedford, MA 01730	U	\$12,075	\$3, 175	\$2,850	\$ 2,550	\$2,325	\$1,175
Carl D'Orei, M.D. 147 Ford Road Sudbury, MA 01776	ø	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Frank A. Luckey, M.D. D 215 Cherdler Lane Oxpus Christi, TX 78404	.D. D 78404	\$24,150	\$6, 350	\$5,700	\$5,100	\$4, 650	\$2,350
Robert D. Keefe 37 Town Way Road Windhester, MA 01809	89 D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

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Jay H. Montgomery	Jerome Heller 24 Hickory Hill Road Maylard, MA 01778	Peter D. O'Cornor A 51 Easex Street Chestnut Hill, MA 02167	H. Peter Maroff 100 Frince Street W. Newton, M. 02165	Lawrence M. Hoppp, M.D. D 300 Keerney Circle Manchester, NH 03103	Thomas A. Risser, D. M.D. & Tranquillina R. 85 Country Club Road Newton Centre, MA 01259	2
>	>	02167	65 >	p, M.D. D		
\$136,125	\$136,125	\$136,125	\$136,125	\$24, 150	824,150 Risser, M.D.	Aggregate Capital Contribution
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\$34,925	\$34,925	\$34,925	\$34,925	\$5,700	95, 700	Capital Contribution Second Installment
\$ 31,350	\$11,350	\$ 31,350	\$31,35 0	\$5,100	85, 100	Capital Contribution Third Installment
\$29,050	\$28,050	. 28,050	\$28,050	\$4,650	1 4,650	Optital Ontribution Pourt Installment
\$ 25, 575	\$25, 575	\$25, 575	\$25,575	\$2,3 50	\$ 2,350	Apital Cortribution Fifth
\$ 12, 9 2 5	\$12,925	\$12,925	\$12,925	·		Capital Contribution Sinch Installment

AIHERCANDAN (BALINTI I NZBAD GROWENIA

7	Class	Aggregate Capital Contribution	Capital Contribution First Installment	Oppital Contribution Second Installment	Capital Capital Contribution Contribution Third Rairth Installment Installment	Capital Contribution Rearth Installment	Oxpital Oxpital Oxntribution Oxntribution Fifth Sixth Installment Installment	Capital Contribution Sixth Installment
The March Company, Inc. 75 Federal Street Boston, MA 02110	5	\$ 50						
H. Peter Karoff 100 Prince Street W. Newton, MA 02165	о О							
Peter D. O'Commor C 51 Easex Street Chestrut Hill, MA 02167	C C C C C C C C C C C C C C C C C C C							
Jerome Heller 24 Hickory Hill Road Wayland, MA 02778	E 0	\$ 50						
Jay H. Montgomery 10 Prospect Street Shreembury, MA 01545	6							

CORPORATION INFORMATION SERVICES. INC.

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502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171
MAILING ADDRESS: Post Office Box 10329 Tailahassee, FL 32302
TOLL FREE IN FLORIDA 1-808-342-8086

CACER MANGER	ORDER DATE	CUSTOMER NO.	اعلام	REFERENCE
26905	3/29/84 courier	#3791	*12	Townview Associates, etc B. Weinbergs
_			DESC	CRIPTION
AMENDMENT/	STAMPED COP	IBS		Date filed FILING 3C
1. Townvi	ew Associat	es. Ltd.		12 to 00 r 30
2. Tangle	wood Green	I Limited 1		ership N. J. J. K.
3. Tangle	wood Green	II Limited	Part	
partnershi	to be filed ps.		o ve	Name Availability Document Enuminar Tel 10 Upratur 3/29/64 Indiana
	stamped in com Ms. Beth			Varifyer 77
*Documents	received b	y Airborne		Acknowledgemm / W. H. Verifyer / C.
COMP	LETED BY	CALLBA	CK TO _	TIME
The Harch 75 Federal Boston, He		02110		CIS SERVICE FEE \$

SPECIAL FEES

TOTAL PAID

TOTAL DUE

617-542-2555

TELEPHONE NO .:

SUBTOTAL

Nellourna is U No. 15592 10-27-83
Brevard Cunty

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

HANGE OF ADDRESS
CHANGE OF ADDRESS
CHANGE OF ADDRESS

DATE PERIOD INVESTED CAPITAL AMOUNT PAID

\$50.00
Amend. filed 12-30-83 increasing to \$1,373,75.00
Amend. to LP filed 1-30-84, inc. cont. to \$1,85,100.00.

Amend. filed 2-29-84 Increasing to \$1,504,750.0

AMEND TO LP FILED 3-25-84, DEC CONT TO \$1,43,400.00.

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 Part was 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.
- 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.
- Section 7(b) of the Agreement is hereby mended 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 bedue on the date this Amendment is filed in accordance with the laws of the State of Plorida. 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 t 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.

Signatup

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

On this the 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 WITHESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

(Notarial Seal)

814 3

Signature

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUPPOLK

85.:

On this the 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.

Notary Public

My commission expires:

(Notarial Seal)

8-11.55

Signature

COMMONWEALTH OF MASSACHUSETTS

88-1

COUNTY OF SUPPOLK

On this the day of March, 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 WITHESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

(Notarial Seal)

8-16-25

Signature

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

On this the 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)

8.14-85

Pope as General Partner and as Attorney-in-Pact 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 Richrd M. Herman, M.D. James F. Gilligan, M.D. David Shirasi 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, W. Bogert Kiplinger Joint Tenants with Rights of Survivorship Bric 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'Orei, 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 PARTHERS

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. Charles A. Sanders, M.D. James A. Hanlon Sherrell D. Swanson & Sylvia Swanson, Joint Tenants with Rights of Survivorship Charles D. Trado

STATE OF PLORIDA

60.1

COUNTY OF DREVARD

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 WITHESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:
HOTARY PUBLIC STATE OF FLORIDA AT LARCE
HIT COMMISSION EXPIRES MAR 18 1985

(Notarial Seal)

CLASS B LIMITED PARTNER

THE MARCH COMPANY, INC.

Jeros Helles Vice President

(Corporate Seal)

Attest:

By Lettern D. Weintersen

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

88.1

On this the day of March, 1984, before me, Donna M. Pizzo, the undersigned officer, personally appeared the Peter Vice taross, who acknowledged himself to be the 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 President.

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

otary Public

My commission expires:

(Notarial Seal)

August 16, 1985

THE REAL PROPERTY OF THE PROPERTY OF

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Hapo	<u>Cam</u>	Attendo	Opital Contribution	
June L. Rys	German), Partrust	P. O. Rox 905 Halbourne, Florida 32985	\$50	

Limited Pertrace

<u>Name</u>	<u>Om</u>	Aggregate Ospital Ospitalsion	First	Opital n Ortribation Sexual Installment	Third	Roath	Ploh	Ospital n Contribution Sixth Installment
Rhard Renglia 4 Turked Terr. Building Ridge, NJ	A 07990	\$24,750	\$500	\$6,350	\$5,700	65, 100	\$4,680	\$2,350
Milliam B. Mitchel 107 High Ridge Ro Bostost, MA (1921		\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Chlin R. McMille. 3. Websidge Store Broticline, IA (22)		\$94,750	\$600	\$5,350	\$5,700	\$5,100	\$4.600	\$2,350
Michael M. Wool 15 Lieden Street So. Hasilton, M.	A 01.982	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Carl A. Archeteco, 64 General I. Road Mantaccol, MA 0209		\$2,375	\$3 00	\$3,175	£2,85 0	\$2,55 0	\$2,325	\$1,175
Mian H. Ashand, H 358 Clan Road Waston, M. 02193	LD. A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	#2,350
Dalama B. Shumb 7668 No. Local J. A. Suttin, IL 60076	_	\$24,750	\$500	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Ebest E. Jacks, 60 Wallestey Red Balance, 16 021/8	l	\$94,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350

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	<u> </u>	Aggregate Optital Optital	Pizze	Second	Tried	Routh	Pitth	Opital n Critribation Sixth Installment
William J. Hats. 435 Ladquette Stre Salem, M. 02970	et.	\$24,750	\$500	\$5,350	\$5,700	\$5,1 00	\$4,650	\$2,35 0
Richel M. Hermer, 15 Prescull Read Rathard, MS 0402		\$24,750	\$600	\$6,350	\$5,7 00	\$5,100	\$4,650	\$2,350
June P. Gilligan, 21 Bedwiny Street Centridge, NA 0213	:	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Wagen H. Kilbay 64 Hartington Wool May Villaga, CH 40	in Budony	\$24, 750	\$600	\$5,320	\$5,700	\$5,100	\$4,650	\$2,350
Richard C. & Linds Adverth, Chint Rights of Bayds 21. Resear Deise Streetbay, M. O.S.	Terenta v Contrip	\$34,75 0 dith	\$600	\$5,35 0	\$5,700	\$5, 100	\$4,650	\$2, 350
Parcie J. McCtra 67 Batternt Lane McCarn, M. CLOM	MG A	\$24,750	\$600	\$6,330	\$5,700	\$5,100	\$4,650	\$2,350
Eherd H. Shith, I & Arm C. Shith, Turnets with rig Survivership 33 Gate House Res Custrat: Hill, IA	, Joint John of 1	\$34,750	\$600	\$5,35 0	\$5,7 00	\$5,100	₩,€	\$2,350
Juan Color Dargie 23 Grisson Read Subury, 18	m.D. A	\$04,750	\$600	\$6,350	\$5,700	\$5,100	\$4,630	\$2,350
Randra M. & Vingdon Moody, Johns The Righter of Surviv 137 Stone Root Lee Constant, MA 01.742	ombo vátí Kombigo Na	\$12,375	\$300	\$3,175	\$2,850	\$2,55 0	22,325	\$1,175

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S S	<u>1-44</u>	Appropria Optical Optical	Opital Ortribution First Installment	Second	Opital Crevibation Third Installment	South	PLOT	Opital n Critribition Sixth Installment
Intuspia, Intuspia By Anthony J. Mos and Anthony E. Into P. O. Box 36 Valuation, IL 60970	منوه	\$24,75 0	\$600	\$5,350	65,7 00	45, 100	\$4,65 0	\$2,350
Stephen Therretzon 1465 Mannethaustin A Landrytza, MA 02173		\$24,750	\$600	\$6,350	45,7 00	\$5,100	\$4,650	\$2,750
Ribert Vizout Has 325 Highey 101, No Physioth, No 55467		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,35 0
Cracies J. Reilly, J D.D.S. 3 Sandstone Tonil Mar City, NY 10886	t., A	604,75 0	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Henry Lemmer, M.D. 160 Alberton Rd. Marton, M. (226).	A	\$24,730	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Anthony J. Deskinson 7 Bestern Place May York, 207 10022	1 A	\$24,750	\$600	\$6,350	\$5,7 00	\$5, 100	\$4,650	\$2,350
I. Joseph Costa, Jr. P.O. Box 123 Rassytton, CT 06263	, A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
David M. Ruslictte Rox 147 Upum, 188 03234	A	\$34,750	\$600	\$6,350	\$5,700	\$5,100	\$4,680	\$2,350
Damis A. Nblin RD 42, Rox 372 Crichaster, RI 08263	A D	\$24,750	\$800	\$6,350	45, 7 00	\$5,100	\$4,650	42.35 0

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Ric G. Surfquist 83 Alford Ri. Milton, MA 02586	A	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Michael J. Thomas 33 Methlem Dr. Antonic, M. (1810)	, NLD. A	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Gerald J. Kelley Herber Pera Rt. Peterbustuph, 181 (\$34,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,390
Rebigh F. Lia ED \$2, Rox 242 Studium, VI 054	A E2	\$24,750	\$500	\$6,350	\$5,700	\$5,100	\$4,680	\$2,350
Jajon H. Denny Vandride Lene Rangart, HS 063	A 2	824,75 0	.	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Cracion I., Pfeil 35 S. Lence Street Maximum, PA Old		\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Majdo Maccome 126 Mai: Mundos Co Conscid, MA 01742	_	\$26,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,35 0	
Thomas Planti, M.D 9 Outher Hill Road Down, M. 02080		\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Adjus D. Commercia 7 Rgs Run Road Buddood, M. OL730		\$12,075	\$3,175	\$2,850	\$2,53 0	\$2,325	\$1,175	

THE CLUB COLOR I LINES IN PROPERTY

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Mana	<u> </u>	Ognital Contribution	First Installment	Second Installment	Tried Installment	Rusth Installment	Fifth Installment	Sixth Iretalleest
Chel D'Orni, M.D. 147 Roed Roed Salbury, M. 01776	D	\$24,150	\$5,35 0	\$5,700	\$5,100	\$4,650	\$2,350	•
Parit A. Ludwy, F 255 Crestle: Lieu Capus Creisti, D		\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350	
Thomas A. Riemer, M.D. & Tompaili 85 Country Club R Naston Ourtre, MA	ina R. Ria zel	\$34,150 me, M.D.	\$5,35 0	\$5,700	\$5, 100	\$4,620	\$2,350	
Lengthern M. Hough 300 Neutrony Circle Musclember, 88 03		634,15 0	\$5,350	\$5,700	\$5,100	\$4,6 50	\$2,350	
Virpus J. Bufalin 1987 Doming Lestend, IL 60848		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Ripert L. and Dies Stansk, Juliet To Rights of Stavis 425 Tamaton Rude Barr Ridge, IL 61	erente vil Vilostáp Vilostáp	\$11,325 th	\$2,425	\$2,850	\$2,55 0	\$2,325	\$1.175	
Mhand G. Lund, M 30 Reducido Rond Receidance, RI 02		\$11,325	\$2,43	\$2,850	\$2,550	\$2,325	\$2,175	
Icis C. Collins, 105 Streets Drive Houston, TX 77024		\$22,63 0	\$4,650	\$5,700	\$5,100	\$4,650	\$2,350	
W. Bright Kipling 365 Verbington B St. Louis, 10 635	أسعاده	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	

THE CANADA COMMING I LANGE OF PROPERTY

<u> Num</u>	Class	Appropria Optital Ordelination	Plant	Second	Opital n Orderladio Third Installment	Hourth	Floh	Ospital n Crescibution Slath Installment
Crarles A. Surders 70 Independence Do Princeton, NJ 0850	ive	\$22,65 0	\$4,850	\$5,7 00	\$5,100	\$4,680	\$2,35 0	
James A. Himlon 36 Tall Pine Road Millford, CT 06660	E	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Shacoall D. Seemo & Sylvia Seemon 17 Ridgawy Road Point Wasington, N	1	\$22,650	\$4,89 0	\$5,700	\$5,100	\$4,650	\$2,350	
Charles D. Trado 7 Roman Place Ridgatiold, CT 088		\$22,650	\$4,850	\$5,700	\$5,100	\$4,680	\$2,350	
H. Rutur Kesoff 100 Prizza Street id. Naston, MA 0216	A 5	\$79,275	\$16,975	\$19,950	\$17,850	\$16,275	\$9,225	
Pater D. O'Conce St. Base Street Control: Hill, M.		\$79,275	\$26,975	\$19,950	\$17,850	\$16,275	\$8,225	
Jagono Haller 24 Hickory Hill Ro Hagiand, MA OL778	A ed	\$79,27 5	\$26,975	\$19,950	\$27,850	\$16,275	\$8,225	
Jay H. Hustgamey 10 Prospect Street Sumatury, M. O.S.	:	\$79,275	\$16,975	\$19,95 0	\$17,65 0	\$16,275	\$8,225	

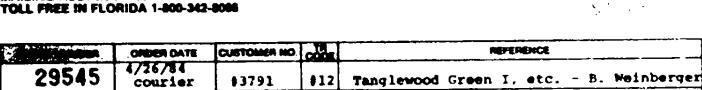
THE BOOK OF I LINES PROBLEM

	<u>Class</u>	Aggregate Optical Opticipation	Piest	n Centribatio Second	Trist	n Contribatio Boarth	n Oznaziloacio Plifah	Opital n Critribation Sixth Installment
The March Coupling, Text. 75 Reducal Statest Boston, MA (2010)	. B		\$5 0					
H. Reter Mesoff 100 Prizze Street W. Meston, MA 0216)))						
Peter D. O'Christ Sl. Been Street Chestruit Hill, MA)))						
Justine Haller 24 History Hall R Magazzi, MA 01778)))	\$50		•			
Jay H. Martgonery 10 Prospect Stand Standbury, M. Olf	L)))						

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 FL ORIDA 1-800-342-3006



POTTWOESD.

AMENDMENT/CERTIFIED COPY

Date filed too truth trush

. Tagglewood Green I Limited Partnership

the two- effor

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. Bethamy Weinberger.

*Document s received by Airborne

FRING 30

R. AGENT FEE
C: COPY 15

TOTAL 45

N. BANK
BALANCE DUE

SP anced - no Change in cont

NAME

The March Company 75 Federal Street Boston, Massachusetts 02110

TELEPHONE NO.:

617-542-2555

Name Availability	1-27.84
Described Examinated	b")#
U) dater	
Updar - Verdur -	DW.
Agen patien	(AP
W. P. V	DW

TANGLEWOOD GREEN I LIMITED PARTNERSHIP

(A Plorida Limited Partnership)

FIFTH AMENDMENT TO

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

PIFTH AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (herein called this "Amendment"), dated as of $\mathbb{Q}_{\mathbb{Q}}$ April 23, 1984, by and between Robert March Jones, M.D., Leg. 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 Rias, M.D., Michael V. Orth, M.D., Albert J. Bunta, M.D. (herein called the "Substitute Partners" or "Class g 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 Pirst 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 amer ad by the Third Amendment to Certificate and Agreement of Limited Partnership dated February 27, 1984, as amended by the Pourth 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

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:

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.

- 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
- 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 t 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 Amendement, without the consent,

approval or other act by any other person.

- of State of Plorida a copy of this Amendement, 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.

dames V. Pope se 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. Mets Richrd M. Herman, M.D. James P. Gilligan, M.D. David Shirasi 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 Bric 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 Plood, 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

88.:

COUNTY OF BREVARD

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.

stary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAG 18 1985 BUNDED THEIR GENERAL INS., UNDERWELLERS (Notarial Seal)

WITHDRAWING LIMITED PARTNER

Signature Alexander

COMMONWEALTH OF MASSACHUSETTS) self (COUNTY OF SUFFOLK)

On this the day of April April 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)

8/10/85

WITHDRAWING LIMITED PARTNER

Signer .

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

On this the day of January, 1984, before me,

Donna M. Piszo, 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 WITHESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

(Notarial Seal)

8/16/85

WITHORAWING LIMITED PARTNER

Signature Meal min

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUPFOLK)

On this the day of day. 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.

Notary Public

My commission expires:

(Notarial Seal)

WITHDRAWING LIMITED P

gignsture

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUPPOLK

35.:

On this the // day of January, 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.

Notary Public

My commission expires:

(Notarial Seal)

કોમનેક ક

CLASS & LIMITED PARTNER

THE MARCH COMPANY, INC.	
By Alto Mind And By Besident	(Corporate Seal)
·	Attest:
	By Mathemy D. Wainberger
COMMONWEALTH OF MASSACHUSETTS	}
COUNTY OF SUFFOLK)
On this the 17 day of J	April anuary, 1984, before me,
Donna M. Pizzo, the undersigned o	fficer, personally appeared H.
Peter Karoff, who acknowledged hi	mself to be the President of
The March Company, Inc., a corpor	ation, and that he, as such
President, being authorized so to	do, executed the foregoing
instrument for the purposes there	in contained, by signing the
name of the corporation by himself	f as President.
IN WITNESS WHEREOF, I he	reunto subscribed my hand and
affixed my official seal.	Donna Ar. Om
My commission expires:	Notary Public (Notarial Seal)
11 -commission avirtas:	(mordifal Sedi)

August 16, 1985

THE CANADA CHEM I LIMITED INCOMPRESED

DATEST A

Command Restracts

<u>Name</u>	<u>a</u>	=		Attmes		Ospital Operabation		
Jimes I., Repo	Binnis I., Rope General, Pertrair		P. O. Box 935 Helbrusse, Plorida 32985			\$5 0		
		Ĩ	Limited Pertrace					
Name Class	Aggregate Ospital Contribution	Pirst.	Second	Third	Routh	Fifth	Capital n Contribution Sixth Installment	
Minurd Zmarghia A 4 Thadicad Texts. Basking Ridga, NJ 07920	\$24,7 50	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
William B. Mitchell A 107 High Ridge Road Rosford, MA 01921	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$1,650	\$2,350	
Chlin R. McMcCle, M.D. A 31 Wajbridge Street Brockline, MA 02246	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,65 0	\$2,350	
Michael M. Wood A 15 Linden Street 80. Berilton, MA (1982	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Chr.I. A. Anderson, H.D. A 64 Generalli. Rend Wastacod, MA 02090	\$12,375	\$300	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175	
Mian M. Astract, M.D. A 358 Glain Rind Markin, MA 02193	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Dolcous B. Sharrburg A 7648 Hb. Lovall Avenus Stricks, IL 60076	\$24, 750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350	
Eheard R. Jacobs, Jr. A 60 Wollenbey Read Beleast, MA 02178	\$24,750	\$ 500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	

THE BOOD GREEN I LINETED PROBERGED

klime	<u>Cam</u>	Approprie Optital Ontribution	First	Ospital n Contribucio Second Installment	Thurs	Routh	Pifth	Capathal in Controlacion Siath Installment
Million J. Hetz 436 Lafayetta Stat Salon, M. 02970	A mt.	\$24,750	\$60 0	\$5,350	\$5,7 00	\$5,100	\$4,650	\$2,35 0
Riched H. Hamen, 15 Pownell Reed Rottland, JE 0610		\$24,750	\$ 600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Jeans P. Gilligan 21 Bedwies States Contrologo, MA 021	È	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Wagne H. Kilbsy 64 Hantington Woo Bay Villaga, CH 4		\$24, 750 /	\$ 500	\$6,350	\$5,700	\$5,1 00	\$4,650	\$2,350
Richard C. & Lind Antworth, Joint Rights of Survi 21 Beautr Drive Showebury, MA OL	Timenta v vonship	\$24,75 0 aith	\$600	\$6,350	\$5,700	\$5,100	\$4,660	\$2,350
Proncis J. Nactor 67 Butternat Lare Matham, M. 01844	:	\$24,750	\$60 0	\$5,350	\$5,700	- \$5,100	\$4,650	\$2,350
Sheed H. Saith, a & Arms C. Saith Taranta with ri Sarvivenship 33 Cate House Ros Construit Hill, M	, Joint ghts of d	\$24,750	\$600	\$5,250	\$5,700	\$5,100	\$1,650	\$2,350
James Coley Dergi 23 Geissen Road Sudousy, MA	e, K.D. A	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Marin W. & Vingin Monly, Joint To Rights of Sarvi 137 Shore Root is Concord, M. 01742	ranta viti Nominip Na	\$12,375 h	\$300	\$3,175	\$2,650	\$2,55 0	\$2,325	\$2,175

THE SOLD GREW ! LINES INCHESSION

		Aggregate	Opital Contribution	Opical n Creciatio	Ospatal n Ospazibalio	Ospetal n Ombribalio	Ospatal n Osrasiburuo	Operal n Omersbusion
		Capital	First	Secret	Third	Rowth	Plith	Suth
<u> </u>		Contribution	Intallege	Intallers	Installment	Installment	Install ment	Installment
Principle, Principle By Anthony J. Brits and Anthony E. Brits 2. O. Box 36 Whitelia, IL 60970	عنوه	\$24,750	\$ 500	\$6,350	\$5,700	\$5,100	\$4,650	\$2. 350
Shighen Themstoon 1465 Hosenchusetts & Lestington, MA 02173		\$24, 750	\$ 500	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Ribert Vincent Hau 325 Highery 101, No Physicath, Mi 55467	A eth	\$24,750	\$500	\$6,329	\$5,700	\$5,100	\$4,650	\$2,350
Cherles J. Reilly, J. D.D.S. 3 Sandstone Toxil New City, NY 10956	r., A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Henry Lamer, M.D. 160 Allerton Rt. Heston, M. 02161	A	\$24,750	\$500	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Authory J. Pedcinson 7 Busheson Place New York, MY 10022	A	\$24,750	\$5 00	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
L. Joseph Costa, Jr. P.O. Box 123 Rosepton, CT 08853		\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
David M. Roulictte Rox 147 Rosca, NH 03234	λ	\$26, 750	#500	\$6,350	\$5,700	\$5,100	\$4,680	\$2,350
Dernis A. Holin 200 (2), Box 372 Chichaster, RE 00263	A)	\$24,750	\$600	\$6,350	\$5,700	\$5, 100	\$4,650	\$2,350

THEOLOGO CHEEN I LEWIS CHARLES

<u>Mana</u>	<u>Class</u>	Aggregate Ospital Contribution	Pirat	Second	Thurs	Parth	Flfth	Ospatal n Osmandusion Sunth Installment
William B. Ropinsk & Buckets Replack Joint Thrumbs with of Survivouship 114 Richatall Radi Natur, PA 02160		\$12,375	\$300 0	\$3,175	\$2,650	\$2,55 0	22,12 5	\$2,175
Bric G. Serdquist 83 Alfred Rt. Milton, MA C2186	A	\$24,750	\$600	\$5,350	95,7 00	\$5,100	\$4,650	\$2,350
Michael J. Termy, 33 Rathleen Dr. Andowe, M. CESEO	MLD. A	\$24,75 0	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles I Kelley Sinter From Ri. Principologie, NH 03	Д (168)	\$24,75 0	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Rubith P. Lia ED #2, Rox 2012 Shalluma, VT 05492	A	\$24,750	\$600	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350
Joyce M. Distray Vicelaide Lace Resport, MS 04032	λ	\$24,750	\$600	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350
Charles L. Pfeil 35 S. Lenox Street Viscoster, MA CL602	D 2	\$24, 150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Naldo Haccase 126 Hat, Mardon Cico Concord, MA 01742	D mirg	\$24, 150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Thomas Flood, M.D. 9 Order Hill Rend Down, MA 02030	D	\$24, 150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Aften D. Councered 7 Fox Ren Reed Buddond, MA (1173)	D	\$12,075	\$3,175	\$2,850	\$2,550	\$2,325	\$1,175	

THE LEWIS CHANGE I LEWIS PARTIES PARTIES OF

<u>Man</u>	<u> </u>	Approprie Organia Contribution	Plant	Second	Third	Roarth	Pl.fth	Opstal n Orderbation Such Installment
Chril D'Orni, M.D. 147 Rud Rud Sulbary, M. 01776	D	\$24,150	\$6,350	\$5,700	\$5,100	\$4,650	\$2,350	
Rook A. Ludwy, F 25 Condler Lane Coopus Christi, 19		\$24,150	\$5,350	\$5,700	\$5,100	\$4,650	\$2,350	
Thomas A. Rissar, M.D. & Transpilli 85 Chantry Club R Haston Gentra, MA	ine R. Ri Deci	\$34, 150 mar, M.D.	\$5,350	\$5,7 00	\$5,100	\$4,650	\$2,350	
Imetance M. Rouge 300 Number Clark Manchester, NE 03		\$34,150	\$5,350	\$5,700	\$5,100	\$4,630	\$2,350	
Vincent J. Bublis 1917 Doming Lockett, IL 601/8		E \$22,650	\$4,650	\$5,700	5.10 0	\$4,650	\$2,350	
Ribert L. and Dis States, Joint T Rights of Savi 425 Teauton Pade Barr Ridge, IL 60	icante vi icantelo icantelo	\$11,325 th	\$2,425	\$2,650	\$2,550	\$2,325	\$1,175	
Mhand G. Lund, H 30 Sududda Rud Brovidanos, RI CO		\$11,325	\$2,425	\$2,880	\$2,550	\$2,325	\$1,175	
Icis C. Collins, 165 Stasta Drive Huston, TX 77020		\$22,65 0	\$4,650	\$5,700	\$5,100	\$4,650	\$2,350	
M. Bogart Kipling 3858 Washington B St. Louis, NO 631	Diletti	\$22,650	\$4,850	\$5,7 00	\$5,100	\$4,650	\$2,350	

THE BOOK COTHE I LINES COLUMN

<u> </u>	Class	Appropria Optical Opticalion	First	Second	Third	Rougeth	Pifth	iapital n Creribation Surth Installment
Cracles A. Serder 70 Independence D Princeton, NJ 085	rive	\$22,660	\$4,85 0	\$5,700	\$5,100	\$4,65 0	\$2,350	
James A. Henlen 36 Tall Pine Root Mildred, CT 06460		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Statutell D. Serra & Sylvia Serrat 17 Ridgamy Road Point: Wasington,	n	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Ribert Heath Jan 123 Calegove Ave Bustield, W		\$113,25 0	\$24,250	\$28,5 00	\$25,500	\$23,250	\$11,750	
Lee E. Swith, M. 1017 Growlard D Hundield, W 26	rive .	\$13,25 0	\$24,25 0	\$28,500	\$25,500	\$23,250	\$11,750	
Alam J. Bucko, D 11 Downer Road Action, MA 01.720		\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
Ithit Gumi & M. Numl Gumi, M with Rights of 2 South 657 Vand Calt Brook, IL 60	D., Joint Sevived See Average	trip .	\$4,85 0	\$5,700	\$5,100	\$4,650	\$2,350	
Minumi Rulia 1760 Ridgecol I Rollen Betates,		. E \$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,350	
riidmei W. Orth, Gib Chartland Ci Mastarn Springs,	rcie	\$22,650	\$4,650	\$5,700	\$5,300	\$4,650	\$2,350	
Albert J. Burta, 821 Marrill Wyn Hirsthia, IL 601	in Road	\$22,650	\$4,850	\$5,700	\$5,100	\$4,650	\$2,360	

THE LEAST COURSE I LEASTED BROWNING

			Optital	Capital	Cabran	Opputal	Opputal	Oppital
		Aggregate Capitză	Pleat	Second	Third	Boarth	Plith	n Concollucion Suxth
<u> Physica</u>		Contribution	Installment	Installment	Installment	Installment	Installment	DESTRUCT
The Heach Corpusy, Inc.	B		\$5 0					
75 Rudson). Storest. Boston, MA 02110								
H. Peter Resoff 100 Prince Street W. Heston, MA 02169	C 5)))						
Peter D. O'Concr 51 Been Street Creetrut Hill, M. () }						
Jucano Hellar 24 Hickory Hill Ro Nagland, MA 01778	C ■d) } }	#5 0					_
Jay H. Mantgamery 10 Prospect Street. Streetbury, MA CL5)))						•

REPORTANT;

THES IS A SO DAY NOTICE OF INTENT TO REVOICE AUTHORITY DUE DATE ON OR BEFORE DECEMBER 31, 1983

LIMITED PARTNERSHIP

ANNUAL REPORT

. 1984

My commission expires

MY COMMISSION EXPIRES MAR 18 1985

CHOED DON Grands Inc. 18



FER N. THRMENTSO AGREEM

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DUE DATE ON OR BEFORE JANUARY 1, 1965

LIMITED PARTNERSHIP ANNUAL REPORT



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SECRETARY OF STATE

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SEFORE ME, this day personally appeared. James: L. PODE being duly arrorn deposes and says that the statements contained in the foregoing Annual Report are true and correct. SMORN TO AND SUBSCRIBED before me this

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DUE DATE ON OR BEFORE JANUARY 1, 1986

LIMITED PARTNERSHIP
ANNUAL REPORT

1986



FLORIDA DEPARTMENT OF STATE
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DIVISION OF CORPORATIONS

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My commission expires

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16th

day of December

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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 1-800-342-8065

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TANGLEWOOD GREEN I LIMITED PARTNERSHIP

(A Florida Limited Partnership)

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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 Pifth 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 cailed 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:

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 SUPPOLK
)

On this the lit 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 WHEPPOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

(Notarial Seal)

July 31, 1992

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

STATE OF FLORIDA) SS.:

on this the 5 day of Nectorica, 1986, before me <u>Debra L. Campos</u>, 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. MOV 13,1989 PONDED THRU GENERAL INS. UNO.

Tanglewood Green I Limited Partnership

Schedule A

General Partner

Carl A. Arderson, M.D. di Grambill Acad Wastamed, MA 62070	stabout S. Wood 15 Lindon Street Sc. Hamilton, MA 01982	Colin R. Abbretto, M.D. 31 Unphridge Street Breakling, MA 02146	wittims 8. Mitchell 107 Migh Ridge Road Barford, No. 01921	Edmand A. Zavegila A funford Terrace Beaking Eldge, NJ 07920	į		James L. Pope	ī
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Tanglewood Green I Limited Pertnership

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Tanglewood Green I Limited Pertnership

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Tanglewood Green I Limited Partnership

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.	Ci 8	Capitel Contribution Total	Capital Contribution First Installment	Capital Contribution Second Installment	Capital Contribution Third Installment	Capital Contribution Fourth Installaent	Captel Contribution Fifth Installment	Capital Contribution Sixth Installment
Thomas Flood, N.D. 9 Cadar Hill Road Bover, MR 02030	۵	24.750.00	90.00	6350.00	9700.00	5100.00	6650.00	2350.00
Adum D. Creacenzi 7 Fox Run Road Bedford, NA 01730	•	12075.00	3175.00	200.00	250.00	99.525.00	113.00	8 .
Carl Prones, M.D. 147 Ford Road Sudbury, MA 01776	•	24750.00	8.00.00	6250.00	500.00	3100.00	97.00	2350.08
Frenk A. Luckey, M.D. 215 Chemdler Lene Corpus Christi, TX 7866	•	24750.00	8.009	6350.00	5700.00	3100.00	00.0594	2350.00
Themse A. Risser, N.D. & Trempuiline R. Risser, N.D. &S Country Club Road Heaton Centre, NA 01259	•	24750.00	80.099	6350.00	5706.00	5100.00	4650.00	2250.00
Vincent J. Bufelino, M.D. 1917 Downing Lomberd, IL 40148	•	24.730.08	8.009	4350.00	9700.00	9.00.5	4690.00	00'0822
Robert L. Sourek & Diene K. Sourek, JTMOS 425 Temerton Partomy Burr Ridge, 11 60521	w	1275.00 0.075.00	300.00	8.83	2850.00	85.00	825.00	89.571
W. Bogart Kiplinger 3421 01''-: Street St. Levie, MD 63108	•	24.70.00	8.8	6350.00	5700.00	5100.00	4650.00	88:0552

Tenglewood Green I Limited Partnership

Limited Partners

i	2	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capital Contribution	Capite!
		TOTAL	First Installment	Second Installment	Installment	fourth lawnt	Inetallment	Instal Leems
Charles A. Senders, M.D. 70 Independence Drive Princeton, NJ 08540	•	24750.00	600.00	6350.00	\$700.00	\$1 0 0.00	4630.00	2350.00
James A. Henton 36 Tall Pine Road Hilford, CT 06460	•	24730.00	69. 8	6350.00	\$700.00	\$100.00	4650.00	2350.00
Sherrell D. Swemson and Sylvie K. Swemson 17 Aldgeway Road Point Weshington, NY 11050	-	24730.00	60.00	&330.00	\$700.00	5100.00	480.00	2350.00
Alen J. Berko, D.D.S. 11 Brummer Road Actem, MA 01720	•	24750.00	600.00	6350.00	\$700.00	\$100.00	4630.00	2350.00
Månemed Wells Risz, M.D. 1750 Ridgewood Lame Kaffmen Estates, IL 40195		24750.00	600.00	6350.00	5700.00	\$100.00	4650.00	2350.00
Richard W. Orth, M.D. 618 Courtland Circle Western Springs, IL 60558		24750.00	600.08	83%. 88	5700.00	5108.88	460.00	2350.00
Buddiph F. Lin 88 RJ, Ben 2412 Bellume, vr 0442	>	24750.00	8 8. 8	6330.00	\$700.00	5100.00	4650.00	2350.00
Rian R. Ambred, R.B. Overheit Therasic Clinic 135 Francis Btreet Bosten, JA 50215	>	24730.00	60 .00	6330.00	\$700.00	5100.00	430.88	2550.08

Boston, JA 02215

Tenglewood Green I Limited Pertnership

Pfraction, IL 60521	Lawrence M. Roupp D 24750.00 400.00 4350.00 5700.00 300 Keenney Circle Nanchester, MH 05104 Albert J. Burks, M.D. 821 Jayrill Machi Road	24750.00 400.00	Lee E. Swith, M.D. E 113250.00 24250.00 28500.00 25500.00 81017 Grownland Drive 81uefield, W 24701	Loie Common Collins, M.D. E 24750.00 600.00 6350.00 5700.00 105 Sheate Drive Heumton, TX 77024	Name Class Capital Cap
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6350.00	•	6350.00	28500.00 28500.00	6350.00	Capital Contribution Second Installment
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\$196.00 \$198.00		\$198.00	23250.00	5100.00	Capital Contribution Fourth Installment
46 50.00		485 0.00	11730.00	4650.00	Capital Contribution Fifth Installment
2350.00		2350.00		2350.00	Capital Contribution Sixth Installment

Tanglewood Green I Limited Partnership

The Harch Company, Inc. 75 Padarel Street Sector, MR 02110	Edward B. Lund, Jr. 7 Hiddle Street South Dartmouth, MA 02748	Rehammed T.K. Chent, M.D. and lifes Chent, JTACO 2567 Avenue Vendeme Oak Dreek, 11 40521	Peter D. O'Carror 75 Febrei Street Besten, MA 02110	R. Peter Karoff 75 Faderal Street Boston, NA 02110	Jey H. Montgomery 73 Pederal Street Scaton, NA 02110	Jarona Heller 75 Federal Street Boston, MA 02110	
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% 8	1271.00	24730.00	12.50	12.50	12.50	12.50	Capitel Contribution Total
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. 0.8	2859.00	5700.00	o. 8	e. 8	0.00	o. 80	Capital Contribution Third Installment
8	236.88	\$100.00	o. 98	°. 8	0.8	0.08	Capital Contribution Founth Installment
9.8	225.00	4650.00	o. 8	e. 8	0.08	°. 8	Capital Contribution Fifth Installment
. 8	1173.88	236.00	0.00	9.98	0.08	e. 8	Capital Contribution Sixth Installment

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CORPORATION INFORMATION SERVICES. INC.

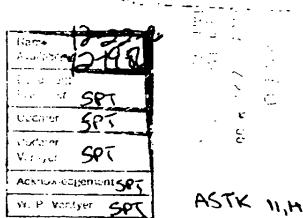
502 East Park Avenue Tallahassee, FL 32301 (904) 222-9171 MAILING ADDRESS: Post Office Box 10329 Tallahassee, FL 32302 TOLL FREE IN FLORIDA 1-800-342-8066

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Boston, Massachusetts 92110

617-542-2555

TELEPHONE NO.:



CORPORATION DEFORMATICS: SERVICES, INC., has used masonable care in obtaining the informal management for management the management of the latest party of the latest lion above from the appropriate agency or office, per your request. However, the ulb

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 Deserver 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 deted 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 Plorida 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:

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.

- Partner hereby retires as General Partner of the Partnership as of <u>Decomber 1</u>, 1942 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 <u>Ocember 1</u>, 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 Oceanor 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 $\tilde{y}(\tilde{a})$ 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 actorneys 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 BOWARD

))85.:

On this the 8 day of December, 1986, before me. Dora 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 (Notarial Seal)

My commission expires:

MOTARY PUBLIC STATE OF FLORIDA MY COMPISSION EXP. NOV 13,1989

BURDED THAN GENERAL THE . UND.

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 Rhday of December, 1986, before me, Dethany December of the undersigned officer, personally appeared February Donner, the undersigned officer, personally appeared February D. O'Conner 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 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:

1992

(Notarial Seal)

Tanglewood Green I Limited Partnership

Schedule A

General Partner

Carl A. Anderson, M.D. 64 Grasshill Read Westwood, NA 02090	Michael N. Wood 15 Lindon Street De. Mumilton, MA. 01982	Colin R. RcArdie, M.D. 31 Maybridge Street Breekline, MA 02146	William B. Mitchell 107 High Ridge Road Boxford, NA 01921	Edmind A. Zaveglia 4 Tuxford Terrace Besking Ridge, NJ 07920	=		The March Company, Inc.	
>	>	>	>	>	5 es		<u> </u>	
12373.00	24730.00	24750.00	24759.00	24750.00	Capital Contribution Fotal	Limited Pertners	75 Pederal Street Boston, AA 02149 Attn: Bruce A. Comm	Address
360,00	60 0,00	400 , 00	60. 8	800.00	Capital Contribution First Fratalisant		75 Federal Street Boston, AA 02140 Attn: Bruce A. Compolly	•
3175.00	435 0.00	6350.00	6350.00	6330.00	Capital Contribution Second Installment		5	Capital
2850.00	5700.00	5700.00	5700.00	5700.00	Capital Contribution third Installment		50.00	Capital Contribution
2550.00	\$100.00	\$100.00	\$100.00	5100.00	Capital Contribution Fourth Installment			
2325.00	4650.00	46\$0.00	4650.00	4650.00	Capital Contribution Fifth Installment	٠		
1171.88	2350.00	2350.00	2350.00	2350.00	Capital Contribution Sixth Installment			

Tanglewood Green I Limited Partnership

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	5180.88	\$100.00	5100.00	5100.00	5100.00	\$100.00	5100.00	Capital Contribution Fourth Installment	
450.08	4650.00	4630,00	4650.00	4650.00	4650.00	4650.00	4650.00	Capital Contribution Fifth Installment	
2350.00	2330.00	2350.00	2350.00	2350.00	2350.00	2350.00	2350.00	Capital Contribution Sixth Installment	

Anthony J. Partingen 7 Berlunn Place hair Tort, SY 10022	Henry Lerner, M.D. 180 Alterton Reed Seuten, Ma 02161	Cheries J. Reitly, Jr., D.D.S. 3 Sandstone Trail New City, NY 10956	Robert Vircent Hau 3225 Highley (OI, Borth Plymnuth, NW 57447	Staphan Thermstram 1445 Massachusetts Avenue Lexington, NA 02173	Jahurgie, Imburgie by Arthury J. & Anthony E. Imburgie PO Box 36, Unterte, JL 60970	Kevin M. Roody and Virginie C. Moody, JTUROS 137 Stone Root Lame Contord, MA 01742	James C. Dargel, M.D. 23 Griscom Road Sudbury, MA 01776	i
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24750.00	24750.00	34730.00	24730.00	24750.00	24730.00	12375.00	24750.00	Capital Contribution Fotal
8 8	60 0.00	600.00	600.00	600,00	500.08	300.00	600.00	Capital Contribution First Installment
&130.00	635 0.00	6350.00	6350.00	6350.00	6350 .00	3177.08	6350.00	Capital Contribution Second Installment
5700.00	5700.00	\$700.00	5700.00	5700.00	5700.00	2850.00	5700.00	Capital Contribution Third Installment
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66 50.00	4650.00	4650.00	4650.00	4650.00	4650.00	2325.00	4650.00	Capital Contribution Fifth Installment
2350.00	2350.00	2350.00	2350.00	2350.00	2350.00	173.08	2350.00	Capital Contribution Sixth Installment

Tanglewood Green I Limited Partnership

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N790.99	24750.00	%7%.00	24730.00	12375.00	24750.00	24730.00	24750.00	Capital Contribution Total
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6380.98	4350.00	4330.00	4350.00	3173.88	6350.00	6350.00	6390.00	Capital Contribution Second Installment
5790.90	5700.00	5700.00	5700.00	2850.00	5700.00	5700.00	5700.00	Capital Contribution Third Installment
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Tanglewood Green I Limited Partnership

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%750.00	12375.00	24750.00	¥74.00	¥7%.9	×790.00	12073.08	24754.00	Capital Contribution Total
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578.8	250.08	** **	\$760,00	\$700.0e	\$700.00	25,08	\$700.00	Capital Contribution Third Installment
* 8 8	259.00	\$108.00	\$100.00	\$100,00	5100.08	2325.80	\$100.00	Capital Contribution Fourth Installment
469.00	8	459.08	4650.00	450.00	4650.00	1173.00	4450.00	Capital Contribution Fifth Installment
259.00	17.8	2350.00	2530.00	2350.00	2330.00	9.8	2350.00	Capitat Contribution Sixth Installment

Tenglewood Green I Limited Partnership

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Cheries A. Senders, M.D. 70 independence Orive Princeton, HJ 08540	•	24750.00	600.00	6350,00	\$700.00	\$100.00	4650,00	2350.00
James A. Harrion 36 Tall Pine Road Hilford, CT D0460		24750.00	600.00	6350.00	5700.00	\$100.00	450.00	2350.00
Sherrell D. Swemman and Sylvin K. Swemman 17 Eldgeway Road Peine Washington, NY 11050	-	24750.00	600.00	6350.00	5700.00	\$100.00	4650,00	2356.90
Alan J. Berko, D.D.S. 11 Drummer Road Acton, MM 01720	m	24750.00	608.08	6350.00	5700.00	\$100.00	4650.00	2390,00
Ruhamad Dhella Riaz, M.D. 1780 Ridgewood Lane Roffum Estates, 11 60195	-	24750.00	408.06	6350.00	\$700.00	\$100.00	4650.00	2350.00
Hichael M. Orth, M.D. 618 Countland Circle Mestern Springs, IL 60558	-	¥70.8	60 0.00	6350.00	\$700.00	\$1 8 .8	450.00	23%,00
Audelph F. Lie 80 92, Box 2412 Swelburns, YT 05462	>	M750.00	600.00	6330.00	57th.00	\$18.8	4650,00	23%.00
Rian R. Ashref, R.D. Gwerhelt Thoracie Clinie 139 Francie Street dadom, na 62215	>	24750,00	60.00	\$940.00	5700.00	\$100.08	456.98	2390.00

Tanglewood Green | Limited Partnership

Limited Partmers

drie S. Sandquist 640 Sarland Street Hitem, M. OCTAN	bereid Kelley 183 Jupphill Road Bufferd, MI 05102	Albert J. Bunto, M.D. 621 Marrill Woods Road Hinadale, IL 60521	Learwice M. Hospp 300 Kearmay Circle Nunchester, Mm 03104	Francis J. MacDonald 67 Deterrut Lave Hethwan, MA 01844	Robert H. James, H.J. 805 Tamager Drive Bluefield, VM 24605	tee E. Smith, M.D. 1017 Broweland Drive Bluefield, MV 24701	Leis Comm Collins, N.D. 105 Sheets Brive Kouston, TX 77024	i
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24790.00	24750.00	26730.00	24730.00	24736.00	113250.00	113250.00	24750.00	Capital Contribution Total
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\$3 0.00	4350.00	4350.00	6350.00	6350.00	28500.00	28500.00	6350.00	Capital Contribution Second Installment
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Targlewood Green I Limited Partnership

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\$6. 9 8	12375.98	24750.00	12.50	12.50	12.50	12.50	Capital Contribution Total
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PLEASE CALL
ME WITH
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KEUIN

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

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CORPORATION REPORTED TO SETVICES, INC., has used reasonable care in obtaining the information above from the apercyments agency or office, per your request. However, the ulbinum reasonability for maintaining files reads with the filing officer and we accept no fieldity for error or omission.

TANGLEWOOD GREEN II LIMITED PARTNERSHIP

(A Florida Limited Partnership)

SEVENTH AMENDMENT TO

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

SEVENTH AMENDED CERTIFICATE AND AGREEMEN. 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 Pebruary 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 Plorida 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.

- Partner hereby retires as General Partner of the Partnership as of Occamber 1, 1996 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 Occamber 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 Nacober 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 1G(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

ames L. Pop

STATE OF FLORIDA COUNTY OF Brevard

)ss.:

On this the 8 day of Person, 1986, before me, Debra L. Carry, 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:

MOTAPY PUBLIC STATE OF FLORIDA MY COMMISSION EAP, NOV 15,1989 BOMDED THRU GENERAL INS. UAD. (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)

COUNTY OF SUFFOLK

On this the 1th day of December, 1986, before me, D. Weinberger Denna M. Piebo, the undersigned officer, personally appeared Peter D. O'Connor Jerome Heller, who acknowledged himself to be the 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 of the General Partner on behalf of the Limited Partners.

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

My commission expires:

(Notarial Seal)

tanglewood Green II Limited Partnership

Schedule A

General Partner

Carl A. Anderson, M.D. 64 Greenhill Bond	Nichael W. Wood 15 Lindan Street So. Marilton, NA 01982	Celin R. HcArdle, M.D. 31 Weybridge Street Brookline, MA 02146	william B. Mitchell 187 Migh Ridge Road Besford, NA 01921	Edmand A. Zevaglia 4 Tumford Terrace Sasking Ridge, NJ 07920	i		The Merch Company, Inc.	ī	
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1275.00	24750.00	% 736.00	24750.00	24750.00	Capital Contribution Total	Limited Partners	75 Federal Street Boston, MA 02110 Attn: Bruce A. Com	Address	
36 0. 8	808.08	\$ 08.00	600,00	6 00. 8	Capital Contribution First Installment		75 Federal Street Boston, MA 02110 Attn: Bruce A. Commolly	•	
3175.00	6350.00	43 50.00	6350.00	6330.00	Capital Contribution Second Installment		\$0.00	Capital C	
2850.00	9700.00	5700.00	\$700.00	5700.00	Capital Contribution Third Tratal lame		8	Capital Contribution	
250.08	9108.08	\$100.00	\$100.00	5100.00	Capital Contribution Fourth Installment				
23.00	650.00	4650.00	4650.00	6 50.00	Capital Contribution Fifth Installment				
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Targlewood Green II Limited Pertnership

Henry Lerner, M.D. 180 Allerton food Hauton, 88 02161 Archeny J. Parkinson 7 Desimen Pioce Henry York, 87 10022	plymenth, 88 5547 plymenth, 88 5547 Charles 4. Reilly, dr., D.B.S. 3 Sandators Trail New City, NY 10956	1665 Massechusetts Avenue Lexington, MA 02173 Bebert Vincent Mau	Imburgia, laburgia by Anthony J. & Anthony E. Imburgia po Box 36, Wateska, IL 60970 seasban Thernatrom	Kavin W. Moody and Virginia C. Moody, JTUMOS 137 Storm Root Lame Corcord, MA 01742	James C. Dergel, M.D. 23 Griecom Roed	Ĭ
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\$60.00 800.00	600.00	600 .00	8 8	300.00	600.00	capital Contribution First Installment
6350.00	8350.00	6350.00	836.88	317.8	6350.00	Capital Contribution Second Installment
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Tanglesood Green II Limited Pertnership

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Tanglewood Green II Limited Partnership

Limited Partners

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Tanglesood Green II Limited Partnership

Limited Partners

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Jay N. Montgomery 75 Federal Street Boston, 94 02110	n	12.50	12.50	.8	e. 8	e. 8	0.08	8
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Peter D. O'Corror 75 Federal Street Bosten, MA 02110	n	0.8	0.00	9.8	9.8	8	9.8	9,
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Edward 8. Lund, Jr. 7 Hiddle Street South Dertmouth, MA 02748		12373.00	300.00	3175.00	2850.00	2550.00	23.20	1175.08
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LIMITED PARTNERSHIP,
ANNUAL REPORT

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Name and Address of Regions to Agent		Discovered Expenses /
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File Now! Due on or before January 1, 1989

LIMITED PARTNERSHIP ANNUAL REPORT



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November 6, 1989

Secretary of State Division of Corporations P.O. Box 6327 Tallahasse, 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.

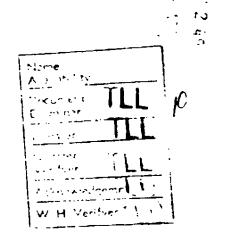
Sincerely yours,

Famel B Severson Laurel B. Severson

Legal Assistant

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





TANGLEWOOD GREEN I LIMITED PARTNERSHIP

(A Florida Limited Fartnership)

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 Partnotthip, 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 Amenda: t 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 Ajreement 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.

WITNESSETH

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) dy 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. Fili..q

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 Paptners listed on Schedule A hereto.

By: William W. Post, Vice President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

, , ss.:

On this the 30 day of September, 1989, before me, Laure 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.

ul & Swersen

My commission expires:

(Notarial Seal)

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Substitute Simited Partner

Carl A. Anderson & Company

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ss.:

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appeared CARL A. Addresson, who acknowledged himself to be

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corporation, and that he, as such , being

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

Notary Public

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

(Notarial Seal)

Withdrawing Limited Partner

Carl A. Anderson, M.D.

COMMONNER THE OF MASSACHUMETTS
COUNTY OF NORFOLK

) ss.:

OCTOBER

On this the 277M day of September, 1989, before me, Thomas P. Devio, 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

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

Notary Public

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

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LIMITED PARTNERSHIP ANNUAL REPORT

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10/27/1983

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December 5, 1989

The March Company, Inc. By: William W. Post

Vice President

617-951-2370

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William W. Post 54

June 22, 1995

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