

- 4 This Certificate of Amendment is signed by at least one general partner and, if applicable, by each other general partner designated herein as a new general partner.

Under penalty of perjury, I/we declare and affirm that I/we have examined this Certificate of Amendment to the Certificate of Limited Partnership, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: October 13 , 2017

Lonsdale Apartments, L.P.

Print Name of Limited Partnership

By: Ferland Corporation
its Managing General Partner

By 

John Cooper
President

By _____

By _____

By _____

By _____

**SECOND AMENDMENT TO AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP OF
LONSDALE APARTMENTS, L.P.**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF LONSDALE APARTMENTS, L.P. (this "Amendment"), dated effective as of the 13th day of October, 2017 (the "Effective Date"), is by and among FERLAND CORPORATION, a Rhode Island corporation ("Managing General Partner" and "Substitute Limited Partner"), CATHEDRAL DEVELOPMENT GROUP, INC., a Rhode Island corporation ("Co-General Partner"), and AMTAX HOLDINGS 621, LLC, an Ohio limited liability company ("Withdrawing Investor Limited Partner").

RECITALS

WHEREAS, Lonsdale Apartments, L.P., a Rhode Island limited partnership (the "Partnership"), owns an apartment complex known as Coats Manor Apartments and located at 453 Lonsdale Avenue, Pawtucket, Rhode Island 02860 (the "Property");

WHEREAS, the Partnership is governed by that certain Amended and Restated Agreement of Limited Partnership, dated as of May 1, 2005, by and among Managing General Partner, as the managing general partner of the Partnership, Protech 2005-B, L.L.C., an Ohio limited liability company ("Protech"), as the special limited partner of the Partnership, Withdrawing Investor Limited Partner, and Co-General Partner, as amended by that certain Assignment of Special Limited Partner Interest and First Amendment to Amended and Restated Agreement of Limited Partnership, dated as of September 14, 2007, by and among Managing General Partner, Protech, Withdrawing Investor Limited Partner, and Co-General Partner (collectively, the "Partnership Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given them in the Partnership Agreement;

WHEREAS, Withdrawing Investor Limited Partner has assigned all of its right, title and interest in and to the Partnership to Substitute Limited Partner pursuant to the terms of that certain Assignment and Assumption Agreement dated as of the date hereof;

WHEREAS, Managing General Partner, Co-General Partner, Withdrawing Investor Limited Partner, and Substitute Limited Partner desire to amend the Partnership Agreement to evidence: (i) the withdrawal of Withdrawing Investor Limited Partner, and (ii) the admission of Substitute Limited Partner as the Investor Limited Partner of the Partnership (collectively, the "Transfer");

WHEREAS, Managing General Partner consents to the Transfer and elects to continue the Partnership; and

WHEREAS, the Partners desire to amend the Partnership Agreement in the manner as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners do hereby agree and amend the Partnership Agreement as follows:

1. Withdrawal of AMTAX Holdings 621, LLC. Withdrawing Investor Limited Partner hereby voluntarily withdraws as Investor Limited Partner of the Partnership.

2. Admission of Ferland Corporation as a Substitute Limited Partner. Substitute Limited Partner is hereby admitted to the Partnership as the successor Investor Limited Partner, and hereby accepts and assumes all of the rights and obligations of the Investor Limited Partner under the Partnership Agreement arising from and after the Effective Date.

3. References.

(a) All references in the Partnership Agreement to the Investor Limited Partner or AMTAX Holdings 621, LLC shall hereinafter be amended to be references to Ferland Corporation.

4. Replacement of Schedule A to Partnership Agreement. Schedule A attached to the Partnership Agreement is hereby replaced with Schedule A attached hereto and incorporated herein by reference.

5. Ratification. The parties hereto adopt and ratify by reference all of the remaining terms and conditions of the Partnership Agreement as if said Partnership Agreement were set forth herein in full; provided, however, that in the event of any conflict between the Partnership Agreement and this Amendment, this Amendment shall govern and control.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument. This Amendment may also be executed by delivery by facsimile of an executed counterpart original of this Amendment. The parties hereto agree that the signature of any party transmitted by facsimile with confirmation of transmission shall have binding effect as though such signature were delivered as an original.

7. Headings. The section headings contained in this Amendment are for reference purposes only and will not affect in any way the meaning or interpretation of this Amendment.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Rhode Island.

9. Amendment. This Amendment may not be amended, modified or supplemented unless such amendment, modification or supplement is set forth in a written instrument that has been executed by each of the parties hereto.

[Signatures on Next Page]

IN WITNESS WHEREOF, this Second Amendment to Amended and Restated Agreement of Limited Partnership of Lonsdale Apartments, L.P. is executed effective as of the date first written above.

MANAGING GENERAL PARTNER:

FERLAND CORPORATION, a Rhode Island corporation

By: John Cooper
Name: John Cooper
Title: President

SUBSTITUTE LIMITED PARTNER:

FERLAND CORPORATION, a Rhode Island corporation

By: John Cooper
Name: John Cooper
Title: President

CO-GENERAL PARTNER:

CATHEDRAL DEVELOPMENT GROUP, INC., a Rhode Island corporation

By: _____
Name: _____
Title: _____

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, this Second Amendment to Amended and Restated Agreement of Limited Partnership of Lonsdale Apartments, L.P. is executed effective as of the date first written above.

MANAGING GENERAL PARTNER:

FERLAND CORPORATION, a Rhode Island corporation

By: _____
Name: _____
Title: _____

SUBSTITUTE LIMITED PARTNER:

FERLAND CORPORATION, a Rhode Island corporation

By: _____
Name: _____
Title: _____

CO-GENERAL PARTNER:

CATHEDRAL DEVELOPMENT GROUP, INC., a Rhode Island corporation

By: 
Name: Scott Gaudreau
Title: Secretary/Treasurer

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, this Second Amendment to Amended and Restated Agreement of Limited Partnership of Lonsdale Apartments, L.P. is executed effective as of the date first written above.

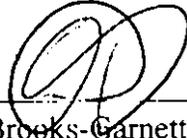
**WITHDRAWING INVESTOR LIMITED
PARTNER:**

AMTAX HOLDINGS 621, LLC, an Ohio limited liability company

By: TCH II Pledge Pool, LLC, its manager

By: Tax Credit Holdings II, LLC, its sole member

By: Alden Pacific Holdings, LLC, its sole member

By:  _____

Name: Jill Brooks-Garnett

Title: Chief Operating Officer

SCHEDULE A

<u>Name and Business Address</u>	<u>Capital Contribution</u>	<u>Percentage Interests</u>
<u>GENERAL PARTNERS:</u>		
Ferland Corporation 558 Smithfield Ave Pawtucket, RI 02904	\$100.00	.005%
Cathedral Development Group 5 Cathedral Square Providence, Rhode Island 02903	\$100.00	.005%
<u>INVESTOR LIMITED PARTNER:</u>		
Ferland Corporation 558 Smithfield Ave Pawtucket, RI 02904	\$1,760,244.00	99.99%
TOTAL:	\$1,760,444.00	100.00%