

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

OF

RECEIVED & FILED DEC 31 1974

BROADWAY ASSOCIATES

WE, the undersigned, desiring to amend the Certificate of Limited Partnership of Broadway Associates, which was filed with the Secretary of State of Rhode Island on December 5, 1974, do hereby sign under oath and file this Amended Certificate of Limited Partnership, which amends the original Certificate to read in its entirety as follows:

(a) The name of the Limited Partnership is Broadway Associates.

(b) The purpose of the Limited Partnership is to acquire and take title to a certain tract of land in the City of Providence, Rhode Island containing three (3) acres, more or less, and to construct thereon a multifamily apartment project; to own, manage, lease and operate such project; to provide housing for low and moderate income families under Section 236 of the National Housing Act, as amended, and the Administrative Regulations promulgated pursuant thereto, which said project and housing shall be designated in the records of the Federal Housing Administration as Broadway Associates, FHA Project No. 016-44086-LDP-SUP-R4; to apply for and obtain, or cause to be obtained, from the Federal Housing Commissioner a contract or contracts of mortgage insurance pursuant to the provisions of Section 236 of the National Housing Act, as amended, covering bonds, notes and other evidences of indebtedness issued by this Limited Partnership and any indenture of mortgage or any deed of trust securing the same, and to sell, convey and assign said project or interests therein.

(c) The location of the Limited Partnership's principal place of business is 24 Rosewood Avenue, Cranston, Rhode Island.

(d) The name and places of residence of the Limited Partnership's members are:

GENERAL PARTNERS

ADDRESS

William J. Canning

24 Rosewood Avenue  
Cranston, Rhode Island 02905

Anthony R. Romano

Suite 634, 10 Dorrance St.  
Providence, Rhode Island 02903

Fenway Associates

Box 34, 10 Dorrance St.  
Providence, Rhode Island 02903

Security Properties '74-III

1400 Tower Building  
Seattle, Washington 98101

LIMITED PARTNERS

(See attached signature pages)

(e) The term of the partnership commenced on December 6, 1974 and shall continue until fifty (50) years from said date.

(f) The Limited Partners listed on the attached signature pages have contributed an aggregate amount of \$83,000 in cash to the capital of the Limited Partnership, pro-rata based on their percentage interest in the Limited Partnership.

(g) The Limited Partners agree to make additional capital contributions above those already made totaling in the aggregate amount \$360,000. The second installment of \$ 120,000 shall be due the later of seventy-five percent (75%) completion of the project or August 1, 1975, provided the project mortgage is not in default; the third installment of \$ 120,000 shall be due the later of final endorsement and proof of all bills paid or August 1, 1976, provided the project mortgage is not in default; and the fourth installment of \$ 120,000 shall be due the later of three (3) consecutive months of ninety percent (90%) occupancy income or August 1, 1977, provided the project mortgage is not in default. In no event will the payment of any installment be closer than one hundred eighty (180) days to each other. The interests of each Limited Partner shall be as set forth opposite his name and signature on the signature pages attached hereto. In the event the mortgage is foreclosed or there is any other involuntary transfer of title to the project at any time after the execution of the Amended Limited Partnership Certificate, the obligation of each Limited Partner to make capital contributions becoming due thereafter under the terms of the Amended Limited Partnership Certificate shall be discharged. If the current mortgage amount of \$ 2,355,600 is increased or decreased at the time of FHA final endorsement of the mortgage note for insurance ("final endorsement"), the total capital contribution of the Limited Partners shall be increased or decreased proportionately by the same percentage as the increase or decrease in the mortgage amount. In the event of an increase in the total capital contribution of the Limited Partners pursuant to this section, each Limited Partner shall pay his pro-rata portion of such increase as an addition to and upon the same conditions that the last installment of his contribution is due. Provided, however, no such increase shall exceed ten percent (10%) of the original total capital contribution to the partnership. If the total capital contributions of the Limited Partners is reduced pursuant to this section, the partnership will repay each Limited Partner's portion of the amount of such reduction on a pro-rata basis within ten (10) days after final endorsement, if said partner has paid cash for his entire contribution, or reduce said partner's last installment by said amount in the event an installment remains due.

(h) The General Partners may admit to the partnership additional Limited Partners without the consent of Limited Partners. However, admittance of additional Limited Partners is subject to FHA approval, if required. Upon admission of additional Limited Partners, an amendment to this Agreement and to the Limited Partnership Agreement reflecting such admissions shall be filed.

(i) The contributions of the Limited Partners shall be returned only if funds are available upon the termination or dissolution of the Limited Partnership, except to the extent sooner returned as a result of distributions of cash flow in accordance with Paragraph (j) hereof.

(j) The share of the Limited Partnership's net profits or other distributions which the Limited Partners shall receive by reason of their contribution is:

|                            |                      |
|----------------------------|----------------------|
| Limited Partners, pro-rata | 95% Profit/Loss      |
|                            | 50% Capital Interest |
|                            | 75% Cash Flow        |

Cash flow is more fully set forth in Section 7 of the Amended Limited Partnership Agreement.

(k) A Limited Partner may sell or assign his interest in the Limited Partnership, or substitute an assignee as a contributor in his place, upon first receiving written consent from the General Partners, which said right to sell or assign is subject to the right granted the Limited Partners to be offered said interest on a first refusal basis. The transfer or assignment of a Limited Partnership interest is also prohibited if such transfer or assignment would terminate the partnership for federal income tax purposes or violate any federal or state securities laws.

(l) In order to carry out the purpose of the Limited Partnership and conduct its business, the General Partners are authorized to execute a note and mortgage in order to secure a loan to be insured by the Secretary of Housing and Urban Development and to execute a Regulatory Agreement and other documents required by the Secretary in connection with such loan. Upon execution, the Regulatory Agreement shall be binding upon the Limited Partnership and all the partners, whether they become partners before or after the execution of the Regulatory Agreement, and said Regulatory Agreement shall remain binding upon the Limited Partnership and the partners, so long as a mortgage on property owned by the Limited Partnership is outstanding, unpaid, or insured or held by the Federal Housing Commissioner. Any incoming partnership shall, as a condition of receiving an interest in the Limited Partnership's property, agree to be bound by the note, mortgage and Regulatory Agreement and other documents required in connection with the Federal Housing Administration insured loan to the same extent and on the same terms as the other partners. Upon any dissolution, no title or right to collect the rents therefrom shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary. Anything contained herein to the contrary notwithstanding, in the event of any inconsistency between the terms of this Agreement and the terms of the Regulatory Agreement (to be executed by the Limited Partnership and the Federal Housing Commissioner), the Regulatory Agreement shall be controlling.

(m) All closing documents for FHA Project No. 016-44086-LDP-SUP-R4, known under the name of Broadway Associates, may be signed by any General Partner who has signed the Amended Articles of Limited Partnership and this Amended Certificate, and it is expressly agreed that until the FHA project note has received final endorsement for insurance, or the FHA Commitment for Insurance has lapsed, the Amended Articles of Limited Partnership Agreement may not be amended or repealed without the consent in writing of the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner.

(n) Upon the bankruptcy, resignation, insanity, dissolution, death, incompetency or removal from the partnership of any General Partner, the partnership shall terminate unless within sixty (60) days thereafter the remaining General Partners (or General Partner, as the case may be) shall elect to continue the partnership business, which election shall be evidenced by notice being sent to the Limited Partner within sixty (60) days of the occurrence of the event giving rise to the election. In the event of such election, the partnership shall not terminate, but shall continue with the remaining General Partners (or General Partner) or with additional General Partners. In the event there is no remaining General Partner, the partnership shall terminate unless all remaining partners elect to continue the business of the partnership.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 30<sup>th</sup> day of December 1974.

GENERAL PARTNERS

William J. Canning  
William J. Canning,  
an individual

Anthony R. Romano  
Anthony R. Romano,  
an individual

FENWAY ASSOCIATES,  
a Rhode Island general partnership

By: John C. Donatelli  
Authorized Partner

SECURITY PROPERTIES '74-III

By:

Frederic E. Lomas  
Authorized Partner


WITHDRAWING ORIGINAL LIMITED PARTNER


A. Edmund Donatelli, Jr.,  
an individual

SECURITY PROPERTIES '74-III

By: \_\_\_\_\_  
Authorized Partner

WITHDRAWING ORIGINAL LIMITED PARTNER

  
A. Edmund Donatelli, Jr.,  
an individual



STATE OF RHODE ISLAND )  
 ) ss.  
COUNTY OF PROVIDENCE )

On this day personally appeared before me William J. Canning, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of December, 1974.

Margaret E. Pearson  
NOTARY PUBLIC in and for  
William J. Canning, residing at  
Providence, R.I.

My Commission Expires  
June 30, 1976

STATE OF RHODE ISLAND )  
 ) ss.  
COUNTY OF PROVIDENCE )

On this day personally appeared before me Anthony R. Romano, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of December, 1974.

Anthony R. Romano  
NOTARY PUBLIC in and for  
Anthony R. Romano, residing at  
Durham, N.H.

My Commission Expires  
June 30, 1976

STATE OF RHODE ISLAND )  
COUNTY OF PROVIDENCE ) ss.

On this day personally appeared before me John C. Donatelli, known to me to be a partner of Fenway Associates, authorized to execute the within and foregoing instrument on behalf of Fenway Associates, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30<sup>th</sup> day of December, 1974.

Jonathan E. Cole  
NOTARY PUBLIC in and for  
Rhode Island, residing at  
Providence

My Commission Expires  
June 30, 1975

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On this day personally appeared before me Russell E. Lomax, known to me to be a partner of Security Properties '74-III, authorized to execute the within and foregoing instrument on behalf of Security Properties '74-III, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29<sup>th</sup> day of December, 1974.

Rudy E. Noah  
NOTARY PUBLIC in and for  
Washington, residing at  
Seattle



STATE OF RHODE ISLAND     )  
  ) ss.  
COUNTY OF PROVIDENCE     )

On this day personally appeared before me A. Edmund Donatelli, Jr. known to me to be an individual described in and who executed the within and foregoing instrument as the Withdrawing Original Limited Partner, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of December, 1974.

Ernestine Peck  
NOTARY PUBLIC in and for  
A. Edmund Donatelli residing at  
North Providence, R.I.

My Commission Expires  
June 30, 1976

SUBSTITUTED LIMITED PARTNER'S SIGNATURE PAGE

Attached to and made a part of this Amended Certificate of Limited Partnership of Broadway Associates.

The undersigned hereby signs this Amended Certificate of Limited Partnership of Broadway Associates as a Substituted Limited Partner, thereby agreeing to all the terms thereof, including the Power of Attorney.

The undersigned's address, agreed capital contribution and number of partnership units are set forth opposite his signature. The undersigned agrees to pay his first installment capital contribution upon execution of this Amended Certificate of Limited Partnership.

Each Substituted Limited Partner executing this Amended Certificate of Limited Partnership with his spouse does so for and on behalf of his marital community (Applicable for Community Property Jurisdiction only).

IN WITNESS WHEREOF, I the undersigned declare under the penalties of perjury that I have read and examined this Amended Certificate of Limited Partnership and to the best of my knowledge and belief, as a party hereto, it is true, correct and complete.

LIMITED PARTNER (SIGNATURE)

ADDRESS

CONTRIBUTION

NO. OF  
UNITS

|                         |                             |                  |             |
|-------------------------|-----------------------------|------------------|-------------|
| <u>Joseph C. Boveri</u> | <u>186V POINT OAK ROAD</u>  | <u>\$ 44,300</u> | <u>44.3</u> |
|                         | <u>ST. LOUIS, MO. 63131</u> |                  |             |

Tax I.D. No. 500 3V 0338 Capital Cash Flow P. & L.  
Execution Date: 12/27/74 Interest 5.0 % Interest 7.5 % Interest 9.5 %

STATE OF Missouri )  
COUNTY OF St. Louis ) ss.

On this day personally appeared before me Joseph C. Boveri, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of December, 1974.

Reggie A. Wood  
NOTARY PUBLIC in and for  
NOTARY PUBLIC STATE OF MISSOURI  
MY COMMISSION EXPIRES JUNE 26, 1978  
, residing at

(Note: Substituted Limited Partners should forward three executed copies of this Signature Page to Security Pacific, Inc.)

SUBSTITUTED LIMITED PARTNER'S SIGNATURE PAGE

Attached to and made a part of this Amended Certificate of Limited Partnership of Broadway Associates.

The undersigned hereby signs this Amended Certificate of Limited Partnership of Broadway Associates as a Substituted Limited Partner, thereby agreeing to all the terms thereof, including the Power of Attorney.

The undersigned's address, agreed capital contribution and number of partnership units are set forth opposite his signature. The undersigned agrees to pay his first installment capital contribution upon execution of this Amended Certificate of Limited Partnership.

Each Substituted Limited Partner executing this Amended Certificate of Limited Partnership with his spouse does so for and on behalf of his marital community (Applicable for Community Property Jurisdiction only).

IN WITNESS WHEREOF, I the undersigned declare under the penalties of perjury that I have read and examined this Amended Certificate of Limited Partnership and to the best of my knowledge and belief, as a party hereto, it is true, correct and complete.

| <u>LIMITED PARTNER (SIGNATURE)</u>                    | <u>ADDRESS</u>                      | <u>CONTRIBUTION</u> | <u>NO. OF UNITS</u> |
|---|-------------------------------------|---------------------|---------------------|
| Ray S. Talley and Julia Kathryn Talley, Joint Tenants |                                     |                     |                     |
| By: <u>Russell E. Lomax</u>                           | <u>300 Chateaugay Lane</u>          | <u>\$ 22,150</u>    | <u>22.15</u>        |
| <u>Russell E. Lomax</u>                               | <u>Chesterfield, Missouri 63017</u> |                     |                     |
| <u>Authorized Agent</u>                               |                                     |                     |                     |

Tax I.D. No. 487-14-1312 Capital \_\_\_\_\_ Cash Flow \_\_\_\_\_ P. & L. \_\_\_\_\_  
Interest 2.5 % Interest 3.75 % Interest 4.75 %  
Execution Date: 12/29/74

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING )

On this day personally appeared before me Russell E. Lomax, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of December, 1974.

Judy E. Noah  
NOTARY PUBLIC in and for  
Washington, residing at  
Seattle.

(Note: Substituted Limited Partners should forward three executed copies of this Signature Page to Security Pacific, Inc.)

SUBSTITUTED LIMITED PARTNER'S SIGNATURE PAGE

Attached to and made a part of this Amended Certificate of Limited Partnership of Broadway Associates.

The undersigned hereby signs this Amended Certificate of Limited Partnership of Broadway Associates as a Substituted Limited Partner, thereby agreeing to all the terms thereof, including the Power of Attorney.

The undersigned's address, agreed capital contribution and number of partnership units are set forth opposite his signature. The undersigned agrees to pay his first installment capital contribution upon execution of this Amended Certificate of Limited Partnership.

Each Substituted Limited Partner executing this Amended Certificate of Limited Partnership with his spouse does so for and on behalf of his marital community (Applicable for Community Property Jurisdiction only).

IN WITNESS WHEREOF, I the undersigned declare under the penalties of perjury that I have read and examined this Amended Certificate of Limited Partnership and to the best of my knowledge and belief, as a party hereto, it is true, correct and complete.

| <u>LIMITED PARTNER (SIGNATURE)</u> | <u>ADDRESS</u>                    | <u>CONTRIBUTION</u>  | <u>NO. OF UNITS</u> |
|------------------------------------|-----------------------------------|----------------------|---------------------|
| <u><i>John R. Heathman</i></u>     | <u>Box 128</u>                    | <u>\$ 110,750.00</u> | <u>110.75</u>       |
|                                    | <u>Hartline, Washington 99135</u> |                      |                     |

|                                 |                       |                        |                        |
|---------------------------------|-----------------------|------------------------|------------------------|
| Tax I.D. No. <u>538-36-4871</u> | Capital               | Cash Flow              | P. & L.                |
| Execution Date: <u>12/20/74</u> | Interest <u>12.5%</u> | Interest <u>18.75%</u> | Interest <u>23.75%</u> |

STATE OF WASHINGTON )  
COUNTY OF LINCOLN ) ss.

On this day personally appeared before me JOHN R. HEATHMAN to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of DECEMBER, 1974.

*Marv L. Goss*  
NOTARY PUBLIC in and for  
Walla Walla residing at

(Note: Substituted Limited Partners should forward three executed copies of this Signature Page to Security Pacific, Inc.)

SPOUSE'S CONSENT PAGE

The undersigned, being the wife of one of the partners to the foregoing Amended Certificate of Limited Partnership, hereby states and acknowledges as follows:

CONSENT

I have read the Amended Certificate of Limited Partnership and understand its terms. I irrevocably consent to the Amended Certificate of Limited Partnership and each of its terms and agree that the Agreement may be performed in accordance with its terms and that the real property described therein and any other property at any time belonging to the partnership may be held, managed, conveyed, mortgaged and otherwise transferred for security purposes or otherwise without my further consent or signature. I declare under the penalties of perjury.

Dated this 20 day of DECEMBER, 1974.

Janette C. Heathman  
SPOUSE

STATE OF WASHINGTON )  
COUNTY OF LINCOLN ) ss.

On this day personally appeared before me JANETTE E. HEATHMAN to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of DECEMBER, 1974.

Marvyn L. Gies  
NOTARY PUBLIC in and for  
Wilbur WASH residing at

(Note: Substituted Limited Partners should forward three executed copies of this Spouse's Consent Page to Security Pacific, Inc.)

SUBSTITUTED LIMITED PARTNER'S SIGNATURE PAGE

Attached to and made a part of this Amended Certificate of Limited Partnership of Broadway Associates.

The undersigned hereby signs this Amended Certificate of Limited Partnership of Broadway Associates as a Substituted Limited Partner, thereby agreeing to all the terms thereof, including the Power of Attorney.

The undersigned's address, agreed capital contribution and number of partnership units are set forth opposite his signature. The undersigned agrees to pay his first installment capital contribution upon execution of this Amended Certificate of Limited Partnership.

Each Substituted Limited Partner executing this Amended Certificate of Limited Partnership with his spouse does so for and on behalf of his marital community (Applicable for Community Property Jurisdiction only).

IN WITNESS WHEREOF, I the undersigned declare under the penalties of perjury that I have read and examined this Amended Certificate of Limited Partnership and to the best of my knowledge and belief, as a party hereto, it is true, correct and complete.

| <u>LIMITED PARTNER (SIGNATURE)</u> | <u>ADDRESS</u>              | <u>CONTRIBUTION</u>  | <u>NO. OF UNITS</u> |
|------------------------------------|-----------------------------|----------------------|---------------------|
| <u>Earl J. Heathman</u>            | <u>Box 128</u>              | <u>\$ 110,750.00</u> | <u>110.75</u>       |
|                                    | <u>Hartline, Wash 99135</u> |                      |                     |

|                                 |                       |                        |                        |
|---------------------------------|-----------------------|------------------------|------------------------|
| Tax I.D. No. <u>531-36-0353</u> | Capital               | Cash Flow              | P. & L.                |
| Execution Date: <u>12/20/74</u> | Interest <u>12.5%</u> | Interest <u>18.75%</u> | Interest <u>23.75%</u> |

STATE OF WASHINGTON )  
COUNTY OF LINCOLN ) ss.

On this day personally appeared before me EARL J. HEATHMAN to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of DECEMBER, 1974.

Marine L. Goff  
NOTARY PUBLIC in and for  
Wilbur, WASH residing at

(Note: Substituted Limited Partners should forward three executed copies of this Signature Page to Security Pacific, Inc.)

SPOUSE'S CONSENT PAGE

The undersigned, being the wife of one of the partners to the foregoing Amended Certificate of Limited Partnership, hereby states and acknowledges as follows:

CONSENT

I have read the Amended Certificate of Limited Partnership and understand its terms. I irrevocably consent to the Amended Certificate of Limited Partnership and each of its terms and agree that the Agreement may be performed in accordance with its terms and that the real property described therein and any other property at any time belonging to the partnership may be held, managed, conveyed, mortgaged and otherwise transferred for security purposes or otherwise without my further consent or signature. I declare under the penalties of perjury.

Dated this 20 day of DECEMBER, 1974.

Ruth A. Heathman  
SPOUSE

STATE OF WASHINGTON  
COUNTY OF Lincoln ss.

On this day personally appeared before me Ruth A. Heathman to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20 day of DECEMBER, 1974.

Maurice L. Goss  
NOTARY PUBLIC in and for  
Wilbur W. Ash residing at

(Note: Substituted Limited Partners should forward three executed copies of this Spouse's Consent Page to Security Pacific, Inc.)

SUBSTITUTED LIMITED PARTNER'S SIGNATURE PAGE

Attached to and made a part of this Amended Certificate of Limited Partnership of Broadway Associates.

The undersigned hereby signs this Amended Certificate of Limited Partnership of Broadway Associates as a Substituted Limited Partner, thereby agreeing to all the terms thereof, including the Power of Attorney.

The undersigned's address, agreed capital contribution and number of partnership units are set forth opposite his signature. The undersigned agrees to pay his first installment capital contribution upon execution of this Amended Certificate of Limited Partnership.

Each Substituted Limited Partner executing this Amended Certificate of Limited Partnership with his spouse does so for and on behalf of his marital community (Applicable for Community Property Jurisdiction only).

IN WITNESS WHEREOF, I the undersigned declare under the penalties of perjury that I have read and examined this Amended Certificate of Limited Partnership and to the best of my knowledge and belief, as a party hereto, it is true, correct and complete.

| <u>LIMITED PARTNER (SIGNATURE)</u> | <u>ADDRESS</u>                   | <u>CONTRIBUTION</u> | <u>NO. OF UNITS</u> |
|------------------------------------|----------------------------------|---------------------|---------------------|
| SSG Securities Partnership         |                                  |                     |                     |
| By: <u>Russell E. Lomax</u>        | <u>c/o 1400 Tower Building</u>   | <u>\$ 35,440</u>    | <u>35.44</u>        |
| <u>Russell E. Lomax</u>            |                                  |                     |                     |
| <u>Authorized Agent</u>            | <u>Seattle, Washington 98101</u> |                     |                     |

|                                 |                       |                       |                       |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Tax I.D. No. _____              | Capital _____         | Cash Flow _____       | P. & L. _____         |
|                                 | Interest <u>4.0 %</u> | Interest <u>6.0 %</u> | Interest <u>7.6 %</u> |
| Execution Date: <u>12/29/74</u> |                       |                       |                       |

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING        )

On this day personally appeared before me Russell E. Lomax, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of December, 1974.

Judy E. Noah  
NOTARY PUBLIC in and for  
Washington, residing at  
Seattle.

(Note: Substituted Limited Partners should forward three executed copies of this Signature Page to Security Pacific, Inc.)



SUBSTITUTED LIMITED PARTNER'S SIGNATURE PAGE

Attached to and made a part of this Amended Certificate of Limited Partnership of Broadway Associates.

The undersigned hereby signs this Amended Certificate of Limited Partnership of Broadway Associates as a Substituted Limited Partner, thereby agreeing to all the terms thereof, including the Power of Attorney.

The undersigned's address, agreed capital contribution and number of partnership units are set forth opposite his signature. The undersigned agrees to pay his first installment capital contribution upon execution of this Amended Certificate of Limited Partnership.

Each Substituted Limited Partner executing this Amended Certificate of Limited Partnership with his spouse does so for and on behalf of his marital community (Applicable for Community Property Jurisdiction only).

IN WITNESS WHEREOF, I the undersigned declare under the penalties of perjury that I have read and examined this Amended Certificate of Limited Partnership and to the best of my knowledge and belief, as a party hereto, it is true, correct and complete.

| <u>LIMITED PARTNER (SIGNATURE)</u> | <u>ADDRESS</u>              | <u>CONTRIBUTION</u> | <u>NO. OF UNITS</u> |
|------------------------------------|-----------------------------|---------------------|---------------------|
| <u>France Alexander, M.D.</u>      | <u>65 No. Mosley</u>        | <u>\$ 53,160</u>    | <u>53.16</u>        |
|                                    | <u>St. Louis, Mo. 63141</u> |                     |                     |

Tax I.D. No. 308-16-5478      Capital      Cash Flow      P. & L.  
Interest 6.0 %      Interest 9.0 %      Interest 11.4 %

Execution Date: 12/24/74

STATE OF Missouri )  
COUNTY OF St. Louis ) ss.

On this day personally appeared before me France Alexander, M.D., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of December, 1974.

Peggy A. Wood  
NOTARY PUBLIC in and for  
STATE OF MISSOURI  
MY COMMISSION EXPIRES JUNE 26, 1978  
\_\_\_\_\_, residing at \_\_\_\_\_

(Note: Substituted Limited Partners should forward three executed copies of this Signature Page to Security Pacific, Inc.)

SUBSTITUTED LIMITED PARTNER'S SIGNATURE PAGE

Attached to and made a part of this Amended Certificate of Limited Partnership of Broadway Associates.

The undersigned hereby signs this Amended Certificate of Limited Partnership of Broadway Associates as a Substituted Limited Partner, thereby agreeing to all the terms thereof, including the Power of Attorney.

The undersigned's address, agreed capital contribution and number of partnership units are set forth opposite his signature. The undersigned agrees to pay his first installment capital contribution upon execution of this Amended Certificate of Limited Partnership.

Each Substituted Limited Partner executing this Amended Certificate of Limited Partnership with his spouse does so for and on behalf of his marital community (Applicable for Community Property Jurisdiction only).

IN WITNESS WHEREOF, I the undersigned declare under the penalties of perjury that I have read and examined this Amended Certificate of Limited Partnership and to the best of my knowledge and belief, as a party hereto, it is true, correct and complete.

| <u>LIMITED PARTNER (SIGNATURE)</u> | <u>ADDRESS</u>             | <u>CONTRIBUTION</u> | <u>NO. OF UNITS</u> |
|------------------------------------|----------------------------|---------------------|---------------------|
| <u>Cecil B. Rew</u>                | <u>Route 2</u>             | <u>\$ 31,010.00</u> | <u>31.01</u>        |
|                                    | <u>Worley, Idaho 83876</u> |                     |                     |

|                                 |                               |                                  |                                |
|---------------------------------|-------------------------------|----------------------------------|--------------------------------|
| Tax I.D. No. <u>518-22-9624</u> | Capital Interest <u>3.5 %</u> | Cash Flow Interest <u>5.25 %</u> | P. & L. Interest <u>6.65 %</u> |
| Execution Date: <u>12/23/74</u> |                               |                                  |                                |

STATE OF IDAHO )  
 ) ss.  
COUNTY OF KOOTENAI )

On this day personally appeared before me Cecil B. Rew to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of December, 1974.

Cecil Kelly  
NOTARY PUBLIC in and for the state  
of Idaho, residing at  
Coeur d'Alene, Idaho

(Note: Substituted Limited Partners should forward three executed copies of this Signature Page to Security Pacific, Inc.)

SPOUSE'S CONSENT PAGE

The undersigned, being the wife of one of the partners to the foregoing Amended Certificate of Limited Partnership, hereby states and acknowledges as follows:

CONSENT

I have read the Amended Certificate of Limited Partnership and understand its terms. I irrevocably consent to the Amended Certificate of Limited Partnership and each of its terms and agree that the Agreement may be performed in accordance with its terms and that the real property described therein and any other property at any time belonging to the partnership may be held, managed, conveyed, mortgaged and otherwise transferred for security purposes or otherwise without my further consent or signature. I declare under the penalties of perjury.

Dated this 23rd day of December, 1974.

Betty M. Rew  
SPOUSE

STATE OF IDAHO     )  
                          ) ss.  
COUNTY OF KOOTENAI )

On this day personally appeared before me Betty M. Rew to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of December, 1974.

Cecil Kelly Jr  
NOTARY PUBLIC in and for the state  
of Idaho, residing at  
Coeur d'Alene, Idaho

(Note: Substituted Limited Partners should forward three executed copies of this Spouse's Consent Page to Security Pacific, Inc.)

Attached to and made a part of this Amended Certificate of Limited Partnership of Broadway Associates.

The undersigned hereby signs this Amended Certificate of Limited Partnership of Broadway Associates as a Substituted Limited Partner, thereby agreeing to all the terms thereof, including the Power of Attorney.

The undersigned hereby signs this Amended Certificate of Limited Partnership of Broadway Associates as a Substituted Limited Partner, thereby agreeing to all the terms thereof, including the Power of Attorney.

The undersigned's address, agreed capital contribution and number of partnership units are set forth opposite his signature. The undersigned agrees to pay his first installment capital contribution upon execution of this Amended Certificate of Limited Partnership.

Each Substituted Limited Partner executing this Amended Certificate of Limited Partnership with his spouse does so for and on behalf of his marital community (Applicable for Community Property Jurisdiction only).

IN WITNESS WHEREOF, I the undersigned declare under the penalties of perjury that I have read and examined this Amended Certificate of Limited Partnership and to the best of my knowledge and belief, as a party hereto, it is true, correct and complete.

| <u>LIMITED PARTNER (SIGNATURE)</u> | <u>ADDRESS</u>                   | <u>CONTRIBUTION</u> | <u>NO. OF<br/>UNITS</u> |
|------------------------------------|----------------------------------|---------------------|-------------------------|
| Gokul C. Singhal                   |                                  |                     |                         |
| BY: <u>Russell E. Lomax</u>        | <u>c/o 1400 Tower Building</u>   | <u>\$ 35,440</u>    | <u>35.44</u>            |
| <u>Authorized Agent</u>            | <u>Seattle, Washington 98101</u> |                     |                         |

Gokul C. Singhal

By: James H. E. Lomay c/o 1400 Tower Building \$ 35,440 35.44

Russell E. Lomax

Authorized Agent

Seattle, Washington 98101

Tax I.D. No. \_\_\_\_\_ Capital \_\_\_\_\_ Cash Flow \_\_\_\_\_ P. & L. \_\_\_\_\_  
Interest 4.0 % Interest 6.0 % Interest 7.6 %  
Execution Date: 12/29/74

Execution Date: 12/29/74

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Russell E. Lomax, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged under oath that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of December, 1974.

NOTARY PUBLIC in and for  
Washington, \_\_\_\_\_, residing at  
Seattle.

(Note: Substituted Limited Partners should forward three executed copies of this Signature Page to Security Pacific, Inc.)

REC-31-74 SEC-OF STATE 0963 10\*\*\*\$50.00

*Car*