

Filed this 30th day of Jan, 1998

AMENDMENT TO FIRST AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

RECEIVED
JAN 30 1998
S.D. STATE

AMENDMENT TO FIRST AMENDED AND RESTATED AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP dated as of December 1, 1997 by and among
Boston Tax Credit Fund Plus, A Limited Partnership, a Massachusetts limited partnership
("BFQH"); SLP, Inc., a Massachusetts corporation ("SLP"); JERRY L. MEIDE ("Meide");
RRABB, INC., a North Dakota corporation ("RRABB") and Duluth Limited Partnership II, a
South Dakota Limited Partnership (the "Partnership").

WHEREAS, the Partnership is governed by a First Amended and Restated Agreement
and Certificate of Limited Partnership dated as of December 1, 1992, as amended to date (the
"Partnership Agreement");

WHEREAS, Meide and RRABB are the General Partners of the Partnership (the
"General Partners");

WHEREAS, BFQH and SLP were admitted to the Partnership, respectively, as the
Investor Limited Partner and Special Limited Partner thereof pursuant to the terms of the
Partnership Agreement;

WHEREAS, BFQH has transferred a portion of its interest in capital and profits to
Meide (the "BFQH Interest") pursuant to the Transfer and Put Option Agreement dated the date
hereof ("Transfer Agreement");

WHEREAS, the partners desire to amend the Partnership Agreement to reflect certain
changes consistent with the transfer of the BFQH Interest to Meide;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the
Partnership Agreement is hereby amended as follows:

1. BFQH's interest in the capital and profits of the Partnership shall be reduced and Meide's
interest in such items increased by 50.0% of BFQH's interest in such items as set forth in the
Partnership Agreement.

2. The following new Section 10.5 J is hereby added to the Partnership Agreement:

"J. If there is a transfer of a Partner's interest during any taxable year of the
Partnership, the Partnership shall use the interim closing of the books method for purposes of
allocating the Partnership's taxable income between the transferor and transferee Partners.
The Partners hereby agree that the General Partners will not cause the Partnership to make an
election under Section 754 of the Code."

3. Schedule A to the Partnership Agreement is hereby deleted in its entirety and replaced with
the new Schedule A attached hereto.

4. Except as amended hereby, the Partnership Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and delivered as a sealed instrument as of the 25th day of November, 1997.

BFOH:

BOSTON FINANCIAL TAX CREDIT FUND PLUS, A
LIMITED PARTNERSHIP

by Arch Street VI, Inc.,
its Managing General Partner

By: 

Its: Vice President

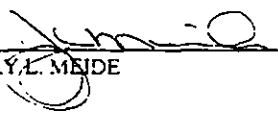
SLP:

SLP, INC.

By: 

Its: Vice President

GENERAL PARTNERS:


JERRY L. MEIDE

RRABB, INC.

By: 

Its: President

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3/10/93

Duluth Limited Partnership II, a South Dakota Limited Partnership

November 10, 1997

SCHEDULE A

<u>Name and Business Address</u>	<u>Partnership Interest</u>	<u>Percentage Interest of Class</u>
<u>GENERAL PARTNERS:</u>		
RRABB, INC 602 Dakota Avenue P.O. Box 938 Wahpeton, ND 58075	0.5%	1%
Jerry L. Meide 602 Dakota Avenue P.O. Box 938 Wahpeton, ND 58075	50%	99%
<u>SPECIAL LIMITED PARTNER:</u>		
SLP, Inc. 101 Arch Street Boston, MA 02110	0.0%	100%
<u>INVESTOR LIMITED PARTNER:</u>		
Boston Financial Tax Credit Fund Plus, A Limited Partnership 101 Arch Street Boston, MA 02110	49.5%	100%

RECEIPT NO. 683543

FILE NO. DP-000186

FEE RECEIVED: \$ 90

AMENDMENT

OF

DULUTH LIMITED PARTNERSHIP II

Filed at the Request of:

FRED STREGE
SMITH & STREGE LTD
BOX 38
WAHPETON ND 58074

State of South Dakota ss
Office of the Secretary of State

Filed in the office of the Secretary of
State on September 30 1998.

JOYCE HAZELTINE
Secretary of State

99-129-4-4
7-20-92

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JUL 29 1999

S.D. SEC. OF STATE

Preliminary Statement

Duluth Limited Partnership II (the "Partnership") was organized as a South Dakota limited partnership pursuant to a Certificate and Agreement of Limited Partnership dated as of November 12, 1990 and filed with the Secretary of State of South Dakota on November 29, 1990. The Partnership is presently operated in accordance with a First Amended and Restated Agreement and Certificate of Limited Partnership dated as of December 1, 1992, as amended by an Amendment thereto dated as of November 10, 1997 (together, the "Current Agreement").

The purposes of this Second Amendment (the "Second Amendment") to the Current Agreement are to (i) reflect the acquisition by MetroPlains Acquisition Corp., a Minnesota corporation ("MAC") of general partner interests in the Partnership from Jerry L. Meide and RRABB, Inc. representing, in the aggregate, a 49.5% interest in the profits and capital of the Partnership, and admit MAC as a General Partner of the Partnership; (ii) effect the Retirement of RRABB, Inc. as a General Partner of the Partnership; (iii) effect the conversion of the remaining interest in the Partnership of Jerry L. Meide to that of a Class B Limited Partner; (iv) provide for the contribution of capital by MAC and application of the proceeds thereof; (v) revise certain provisions relating to the allocation of profits, losses and distributions among the Partners and (vi) effect certain updating and conforming changes to the Current Agreement.

NOW, THEREFORE, it is hereby agreed that the Current Agreement is amended as follows:

1. Capitalized terms used and not otherwise defined in this Second Amendment shall have the respective meanings attributed thereto in the Current Agreement. Article and Section references refer to corresponding Articles and Sections of the Current Agreement.

2. MAC is hereby admitted to the Partnership as a General Partner, and Jerry L. Meide and RRAB, Inc. each hereby withdraws as a General Partner, effective in each case upon the Delivery Date; provided, however, that the remaining partnership interest of Jerry L. Meide shall be converted to that of a Class B Limited Partner. In their capacities as withdrawing general partners, Jerry L. Meide and RRAB, Inc. shall remain liable for all Partnership liabilities incurred prior to the Delivery Date and MAC shall be liable for Partnership liabilities incurred from and after the Delivery Date. Furthermore, in connection with their withdrawal as General Partners, Jerry L. Meide and RRAB, Inc. hereby

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acknowledge and confirm, both for themselves and on behalf of all of their respective Affiliates, that the Partnership has no further obligations to any of them for services rendered, funds advanced or for any other reason, except for those amounts to which Jerry L. Meide shall become entitled under the provisions of Article X of the Current Agreement, as amended hereby. MAC hereby agrees to be bound by the provisions of the Current Agreement as amended hereby. MAC, Jerry L. Meide and RRAB, Inc. shall execute and MAC shall cause to be filed an amendment and restatement of the certificate of limited partnership of the Partnership reflecting the foregoing and such other matters as may be required to be disclosed therein.

3. Article I is amended by adding to the end of the definition of "Adjusted Capital Contribution" the phrase "made pursuant to Section 6.9A" and by restating or adding the following definitions:

"Accountants" means EideBailly LLP of Fargo, North Dakota, or any other firm of certified public accountants as may be engaged by the General Partners with the Consent of the Investor Limited Partner.

"Class B Limited Partner" or "Class B Limited Partners" means any or all those Persons designated as Class B Limited Partners in the Schedule, any person admitted as a Class B Limited Partner pursuant to Section 4.6, or any person who becomes a Substitute Class B Limited Partner as provided herein, in each such Person's capacity as a Class B Limited Partner of the Partnership.

"Class Contribution" means the aggregate Capital Contributions of all members of a particular class of Partners (e.g., the General Partner(s), Class B Limited Partner(s) or the Investor Limited Partner(s)).

"Cumulative General Partner Priority Distribution" means, for a particular fiscal year of the Partnership, the amount indicated with respect to such year on Exhibit B to this Second Amendment.

"Delivery Date" means the date of execution and delivery of this Second Amendment.

"Designated Net Worth Standard" means either (i) a net worth equal at all times to not less than \$230,828 or (ii) such combination of net worth and financing commitments as shall be acceptable to the Investor Limited Partner.

"Funding Requirements" means the cash requirements of the Partnership as of the Delivery Date, which requirements as to the Partnership are enumerated on the settlement statement attached as Exhibit A to this Second Amendment.

"Limited Partner" or "Limited Partners" means any or all of those Persons serving from time to time as an Investor Limited Partner, Special Limited Partner or Class B Limited Partner hereunder.

"MAC" means MetroPlains Acquisition Corp., a Minnesota corporation

"Priority Distribution" means, as to any fiscal year of the Partnership, the product of the "Applicable Amount" multiplied by the "Adjustment Fraction" determined in accordance with the following sentences. The "Applicable Amount" shall be zero until the last day of the fiscal year preceding the fiscal year in which the Delivery Date occurs and \$9,000 per annum (pro rated for periods of less than a full fiscal year during which such Applicable Amount shall apply) thereafter. The "Adjustment Fraction" shall be a fraction separately determined as to each fiscal year, the numerator of which shall be the Consumer Price Index most recently published before the end of such fiscal year, and the denominator of which shall be the Consumer Price Index most recently published prior to the Delivery Date.

"Refinancing Distribution Deficit" means, beginning in the fiscal year of the Partnership in which a refinancing of the permanent Mortgage Loan shall have occurred (the "Refinancing Year"), the amount, if any, by which the Refinancing Target Amount exceeds the aggregate amount distributed to the General Partner from the proceeds of such refinancing and any prior refinancings pursuant to Section 10.5C. (The foregoing amount shall be deemed to be zero for all fiscal years of the Partnership prior to the Refinancing Year.)

"Refinancing Target Amount" means zero.

"Satisfactory Operations" shall be deemed to exist at a particular point in time if (i) the Partnership shall be satisfying the conditions to Breakeven determined with reference to the six month period immediately preceding such point in time as demonstrated by financial data reasonably satisfactory to the Investor Limited Partner and (ii) a representative of the Investor Limited Partner either shall have inspected the Property and determined in writing that its maintenance and operations are consistent with sound business practices or has waived such inspection. Any such waiver shall be either in writing or shall be deemed to have been given if the Investor Limited Partner shall have failed to inspect the Property within 10 business days of any request from the Managing General Partner that it do so for purposes of establishing the existence of Satisfactory Operations.

"Special Capital Contribution" means a capital contribution described in and made pursuant to Section 6.9A or 6.9C.

"Voluntary Loan" means a loan to the Partnership described as a Voluntary Loan in Section 6.9B.

"Working Capital Loan" means a loan to the Partnership described as a Working Capital Loan in Section 6.9B.

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4. Section 2.2 is amended by substituting "c/o MetroPlains Acquisition Corp., 1600 University Avenue, Suite 212, St. Paul, Minnesota 55104-3825" as the principal office of the Partnership and MetroPlains Acquisition Corp. at such address as the Partnership's agent for service of process.

5. The first sentence of Section 4.1 is amended to read as follows:

"The General Partner of the Partnership is MAC and its address is set forth on the Schedule."

6. The following is hereby added at the end of Section 4.1:

"RRABB, Inc. and Jerry L. Meide hereby withdraw as General Partners of the Partnership."

7. Section 4.2C is hereby deleted and the following paragraphs are substituted therefor:

C. The Class B Limited Partner is the Person listed as such in the Schedule; its address is set forth in the Schedule."

8. Sections 4.1 and 4.2 are further amended by deleting any remaining references to the Schedule in connection with the Capital Contributions of the Partners. The Capital Contribution of each Partner as of the Delivery Date shall be the amounts paid-in as such by such Partner or his or its predecessor in interest prior to the Delivery Date.

9. MAC is hereby substituted for Jerry L. Meide as both the Managing General Partner and Tax Matters Partner of the Partnership pursuant to Section 6.3B. MAC shall promptly notify the Service of its substitution as Tax Matters Partner for all prior fiscal years as well as the current and future fiscal years of the Partnership. A copy of such notification shall be delivered to the Special Limited Partner.

10. Section 6.5A(xii) is hereby amended to provide as follows:

"MAC satisfies the Designated Net Worth Standard."

11. Section 6.9B is hereby deleted and the following substituted therefor:

"B. On the Delivery Date, MAC shall be obligated to place \$160,000 in escrow with the Lender, which amount may be utilized to fund Project Expenses. Any amounts utilized for such purpose from such escrow shall be deemed Working Capital Loans of MAC. Any advances by MAC in excess of the amounts utilized from such escrow shall be deemed Voluntary Loans. Working Capital Loans and Voluntary Loans made pursuant to this Section 6.9B shall not bear interest and may be repaid only as provided in Article X.

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C. On or promptly following the Delivery Date, MAC shall make Special Capital Contributions to the Partnership in an amount necessary to satisfy the Funding Requirements."

12. Section 10.1A is amended to read as follows:

"A. Except as otherwise specifically provided in this Article, for each fiscal year or portion thereof, (i) profits and tax-exempt income incurred and/or accrued by the Partnership shall be allocated 49.5% to the General Partners, 49.5% to the Investor Limited Partner and 1% to the Class B Limited Partner and (ii) losses and non-deductible, non-capitalizable expenditures incurred and/or accrued by the Partnership shall be allocated 1% to the General Partners and 99% to the Investor Limited Partner.

13. Section 10.1B is amended by deleting the clause references at the end of Clause Second (as to profits) and Clause First (as to losses) and substituting the following in each case: "Clauses Third, Fifth, Seventh, Eighth, Ninth and Tenth of Section 10.5C".

14. Clause (ii) of Section 10.1C is amended to read as follows: "(ii) accepts Special Capital Contributions, Working Capital Loans or Voluntary Loans, but only to the extent in each case that the proceeds thereof are utilized to fund expenses of the Partnership (other than depreciable costs) which are deductible by the Partnership in such fiscal year or"

15. Section 10.5A is amended to read as follows:

"A. Subject to any Requisite Approvals, Cash Flow for each fiscal year (or fractional portion thereof) after the Delivery Date shall be distributed, within 90 days after the end of each fiscal year, in the following order of priority:

First, to the General Partners, an amount equal to the Cumulative General Partner Priority Distribution applicable to such fiscal year less aggregate distributions made to them under this Clause First in respect of prior fiscal years;

Second, to the General Partners, an amount, if any, equal to the Refinancing Distribution Deficit;

Third, to the repayment of Voluntary Loans;

Fourth, 1% to the Class B Limited Partner, 1% to the Investor Limited Partner and 98% to the General Partners, until the Investor Limited Partner and General Partner have jointly received distributions under this Section

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10.5A (exclusive of distributions under Clauses First or Second or distributions constituting Recapture Amounts), in the aggregate, equal to the Cumulative Priority Distribution;

Fifth, to the repayment of any Project Expense Loans or Working Capital Loans then outstanding; and

Sixth, any balance, 1% to the Class B Limited Partner, 49.5% to the Investor Limited Partner and 49.5% to the General Partners.

provided, however, that (i) the General Partners shall not be entitled to any distributions or loan repayments under this Section 10.5A unless the Partnership shall be achieving Satisfactory Operations at the time of such distribution or loan repayment and (ii) if any Recapture Amount shall be then due and owing to the Investor Limited Partner, then the amounts which would otherwise have been paid or distributed to the General Partners pursuant to Clauses Fourth through Sixth of this Section 10.5A shall be reduced by such Recapture Amount and the amount which would otherwise have been distributed to the Investor Limited Partner pursuant to Clauses Fourth through Sixth of this Section 10.5A shall be increased by such Recapture Amount."

16. Section 10.5C is amended to read as follows:

"C. Distributions of Other Than Cash Flow

Prior to dissolution, if the General Partners shall determine that there are proceeds available for distribution from a Capital Transaction, such proceeds shall be applied and distributed as follows:

First, to discharge, to the extent required by any lender or creditor, the debts and obligations of the Partnership (other than items listed in the ensuing clauses of this Section 10.5C);

Second, to fund reserves for contingent liabilities to the extent deemed reasonable by the General Partners (other than items listed in the ensuing clauses of this Section 10.5C);

Third, in the event of the refinancing of a Mortgage Loan, to the General Partners in an amount equal to the Refinancing Target Amount less prior distributions under this Section 10.5C or Clause Second of Section 10.5A;

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Fourth, to the repayment of any outstanding
Voluntary Loans;

Fifth, to the payment to each Partner of an
amount sufficient to bring to zero its Adjusted Capital
Contribution; provided that if funds are insufficient to
distribute the maximum amount which would be distributable
under this Clause Fifth, the amount available for distribution
shall be distributed ratably among the Partners in accordance
with their respective Adjusted Capital Contributions;

Sixth, to the repayment of any outstanding
Working Capital Loans and Project Expense Loans;

Seventh, 50% to the Investor Limited Partner
and 50% to the General Partners, an amount equal to 200% of
the greater of (a) the amount of the Cumulative Priority
Distribution less prior distributions under this Clause Seventh
and prior distributions of Cash Flow to the Investor Limited
Partner and General Partners pursuant to Clauses Fourth and
Sixth of Section 10.5A or (b) zero;

Eighth, to the Investor Limited Partner, an
amount equal to (a) 200% of the excess of the Recapture
Amount determined under Section 10.5F over the sum of all
Cash Flow distributions theretofore made to the Investor
Limited Partner to effect payment of Recapture Amounts less
(b) amounts previously paid to the Investor Limited Partner
pursuant to this Clause Eighth;

Ninth, \$10,000 to the Special Limited Partner;
and

Tenth, the balance of such proceeds, if any, shall
be distributed 1% to the Class B Limited Partner, 49.5% to the
Investor Limited Partner and 49.5% to the General Partners."

17. Article XI.B is deleted in its entirety.

18. Schedule A to the Current Agreement is hereby superseded by the
revised Schedule A attached hereto.

19. MAC agrees to use its best efforts to cure any noncompliance by the
Partnership under Section 42 of the Code which may exist at the Delivery Date or at
any subsequent time.

BOS2: 196121_4
14227-8 (Duluth II)

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20. In the event there shall be any inconsistencies between the provisions of this Second Amendment and the provisions of the Current Agreement (and any related documentation) which have not been amended hereby, the unamended provisions or documents shall be construed in such manner as shall be consistent with the intents and purposes of this Second Amendment.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered
this Second Amendment under seal as of June 17, 1999.

GENERAL PARTNER:

METROPLAINS ACQUISITION CORP.

By: [Signature]

Its: President

WITHDRAWING GENERAL PARTNER:

RRABB, INC.

By: Sandra Q. Meide

WITHDRAWING GENERAL PARTNER
AND CLASS B LIMITED PARTNER:

[Signature]
Jerry L. Meide

INVESTOR LIMITED PARTNER:

BOSTON FINANCIAL TAX CREDIT
FUND PLUS, A LIMITED
PARTNERSHIP

By: Arch Street VI, Inc.,

its Managing General Partner

By: [Signature]

Vice President

SPECIAL LIMITED PARTNER:

SLP, INC.

By: [Signature]

Its: Vice President

DULUTH LIMITED PARTNERSHIP II

As of the Delivery Date

SCHEDULE A

<u>Name and Business Address</u>	<u>Partnership Interest</u>
----------------------------------	-----------------------------

GENERAL PARTNER:

MetroPlains Acquisition Corp. 1600 University Avenue, Suite 212 St. Paul, MN 55104-3825	49.5%
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CLASS B LIMITED PARTNER:

Jerry L. Meide 602 Dakota Avenue P.O. Box 938 Wahpeton, ND 58074	1.0%
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SPECIAL LIMITED PARTNER:

SLP, Inc. 101 Arch Street Boston, MA 02110	0%
--	----

INVESTOR LIMITED PARTNER:

Boston Financial Tax Credit Fund Plus, A Limited Partnership 101 Arch Street Boston, MA 02110	49.5%
--	-------

BOS2: 196121_4
14227-8 (Duluth II)

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EXHIBIT A

Delivery Date
Funding Requirements

Purpose

Amount

[To be replaced with settlement statement at closing.]

CLOSING STATEMENT
26-May-99

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SOURCES

Purchase Price	899,324
Less Earnest Money	(50,000)
To be wired	849,324
Current Escrow	<u>50,000</u>
	<u>899,324</u>

USES

Escrow for Future Payables	50,000
Escrow for Mechanics Lien	29,065
Check to MetroPlain (Escrow)	41,000
Tax Escrow for Dakota Square	22,559
Cass County Treasurer - Barrington	26,190
American Federal - Taxes for BK	101,717
Miller Schroeder - Taxes for Duluth	77,180
U.S. Bank - Barrington	21,422
American Federal - Past Due Bond Payments	10,099
Miller Schroeder - Attorney Fees/Payments	35,741
Westgate Apartments - Payables	25,967
Dakota Square - Payables	3,126
Duluth Apartments - Payables	22,658
Duluth II Apartments - Payables	155,160
BK Apartments - Payables	29,840
Barrington Manor - Payables	17,070
Phoenix Housing L.P. - Payables	48,508
Additional Closing Fee	<u>9,000</u>
	<u>727,301</u>

BALANCE TO MEIDE	172,023
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EXHIBIT B

Cumulative General Partner Priority Distribution Amounts

<u>Year</u>	<u>Cumulative General Partner Priority Distribution</u>
1999	\$ 0
2000	19,056
2001	48,045
2002	77,265
2003	106,665
2004	136,193
2005	165,793
2006	195,408
2007	224,977
2008	254,438

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RECEIPT NO. 812353
FILE NO. DP-000186
FEE RECEIVED: \$ 90
AMENDMENT
OF
DULUTH LIMITED PARTNERSHIP II

Filed at the Request of:

METROPLAINS
THERESA ESSLING
1600 UNIVERSITY AVE STE 212
ST PAUL MN 55104

State of South Dakota ss
Office of the Secretary of State

Filed in the office of the Secretary of
State on July 29, 1999.

JOYCE HAZELTINE
Secretary of State



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7/19/00

RECEIPT NO. 884872

FILE NO. DP-000186

FEE RECEIVED: \$90

AMENDMENT

OF

DULUTH LIMITED PARTNERSHIP II

Filed at the Request of:

MetroPlains
Angela Teegarden
1600 University Ave. ste 212
St. Paul MN 55104

State of South Dakota §
Office of the Secretary of State

Filed in the office of the Secretary of
State on May 22, 2000

JOYCE HAZELTINE
Secretary of State

Receipt Number: 1690544

File Number **DP000186**



AMENDMENT

For

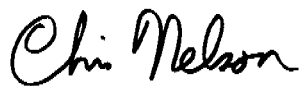
DULUTH LIMITED PARTNERSHIP II

Filed at the request of:

CT CORPORATION
DEBRA RAYMOND
319 S COTEAU ST
Pierre SD 57501

*State of South Dakota
Office of the Secretary of State*

Filed in the office of the Secretary of State on: **Friday, July 06, 2007**



A handwritten signature in cursive script that reads 'Chi Nelson'.

Secretary of State

Fee Received: \$100.00

352 1610 07/11/2007

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
(605)773-4845
FAX (605)773-4550

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF LIMITED PARTNERSHIP**

RECEIVED
JUL 06 2007
S.D. SEC. OF STATE

Filed this

July 6th 2007
Chris Nelson
SECRETARY OF STATE

FILING FEE: \$100

The undersigned, on behalf of the limited partnership named below, hereby certifies that:

1. The name of the limited partnership is: Duluth Limited Partnership II
2. The date of filing the certificate is: 1 [REDACTED]
3. The amendment to the certificate is:
The new registered agent for this limited partnership is:
C T Corporation System, 319 S. Coteau Street, Pierre, South Dakota 57501

Dated: 7/5/07

[Signature]
(General Partner)

Clint Chung, Attorney In Fact

(General Partner)

(General Partner)

A certificate of amendment must be signed by at least one general partner and by each other general partner designated in the certificate as a new general partner.

Submit one original and one copy.

domesticlpamendment July 2005

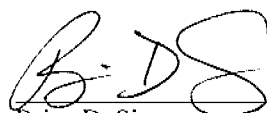
DP 186

POWER OF ATTORNEY

NOTICE IS HEREBY GIVEN THAT Brian D. Sims, the Assistant Secretary of Municipal Mortgage & Equity, LLC ("the Company"), a limited liability company organized under the laws of Delaware, does hereby appoint Clint Chung and Erin McBrearty (CT Corporation) as attorneys-in-fact for the Company for the limited purposes authorized herein.

The Company and its subsidiary entities, having taken all necessary steps to authorize the changes, hereby grants its attorney-in-fact the power to execute the documents necessary to change the Company's and any affiliated entities' registered agent and registered office, or the agent and office of similar import, in any state to CT Corporation System (or affiliated entity).

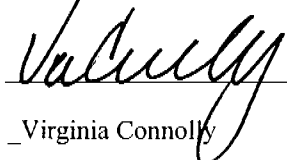
IN WITNESS WHEREOF the undersigned has executed this Power of Attorney on this 23 day of April, 2007.


Brian D. Sims
Assistant Secretary
Municipal Mortgage & Equity,

LLC.

STATE OF MARYLAND)
) SS:
COUNTY OF ANNE ARUNDEL)


The foregoing instrument was acknowledged before me this 23 day of April, 2007, by Brian D. Sims, as Assistant Secretary and on behalf of Municipal Mortgage & Equity, LLC, such individual is personally known to me.

Sign Name: 

Print Name: _Virginia Connolly

Notary Public

Serial No. (none if blank): none

My Commission Expires: 
(Notarial Seal)

Virginia G. Connolly
Notary Public
Anne Arundel County, Maryland
Expiration date 5/01/08

Affiliated Entities

100 Sanford Drive Associates, Ltd.
 120 Star Avenue Associates, Ltd.
 174 Fairfax Way Associates, Ltd.
 2225 New York Ave. Ltd.
 29 Franklin Street, Inc.
 600 Dakota Properties L.P.
 99 Livingston Associates, L.P.
 Across The Park Limited Dividend Housing Association
 Affordable Housing Bloomingdale, LLC
 Affordable Housing Davis, LLC
 Affordable Housing Eastshore Manor I, A Limited Partnership
 Affordable Housing Fullerton, LLC
 Affordable Housing Van Buren, LLC
 Affordable Housing Woodlands, LLC
 Affordable Properties General Partner of Ohio, Inc.
 Affordable/Citrus Glen, Ltd.
 Affordable/Citrus Glen II, Ltd.
 Affordable/Citrus Glen, Inc.
 Affordable/Oak Ridge, Ltd.
 Affordable/Oak Ridge, Inc.
 Affordable/Silver Pines, Ltd.
 Affordable/Silver Pines, Inc.
 Alberta Gardens Investment Company
 Allegheny Commons East Associates
 Allentown Towne House Limited Partnership
 Alzheimer Associates I, L.P.
 Americus Properties Limited Partnership
 Amherst Green Limited Partnership
 Andrew's Pointe Limited Partnership
 Arch Street III Limited Partnership
 Arch Street III, Inc.
 Arch Street IV Limited Partnership
 Arch Street Limited Partnership
 Arch Street V Limited Partnership
 Arch Street VI Limited Partnership
 Arch Street VII Limited Partnership
 Arch Street VIII Limited Partnership (Consent)
 Arch Street, Inc.
 Archer Village, Ltd.
 Ashley Place, Ltd.
 Ashley Woods Apartments Limited Partnership I
 Aspen Limited Dividend Housing Association Limited Partnership
 Atherton Limited Dividend Housing Association Limited Partnership
 Atkins Glen L.P.
 Atlantic Terrace Limited Partnership
 Audubon Group Limited Partnership
 Aurora Properties, Ltd.
 Baldwin Limited Dividend Housing Association Limited Partnership
 Baldwyn Family, L.P.
 Bamberg Properties Limited Partnership

Bancroft Street Limited Partnership
 Beachwood Housing Partners, Ltd., A California Limited Partnership
 Bear Creek Apartments Associates, A Limited Partnership
 Beaverdam Creek Associates, L.P.
 Beckley Associates, Limited Partnership
 Benning Heights Limited Partnership
 Bennington Associates, L.P.
 Bentley Court II, Limited Partnership
 Beny Apartments Limited Partnership
 BF Bentley, Inc.
 BF California, Inc.
 BF Churchill LLC
 BF Churchill Managing, Inc.
 BF Haskell LLC
 BF Haskell Managing, Inc.
 BF Real Properties, Inc.
 BF Reed Parque LLC
 BF Senior Housing, LLC
 BF Waterbury, Inc.
 BF Waterbury, Limited Partnership
 BFFM-2, LLC
 BFFM-3, LLC
 BFFM-I LLC
 BFHC Fund I Limited Partnership
 BFMM Tax Credits Fund I, A Limited Partnership
 BFMM Tax Credits Fund II, A Limited Partnership (Consent)
 BFTG Apartment Properties II, Inc.
 BFTG Carolina Properties I Limited Partnership
 BFTG Carolina Properties II Limited Partnership
 BFTG Carolina Properties III Limited Partnership
 BFTG Lodging, Inc.
 BFTG Western Properties II, Inc.
 BFTG Western Properties, Inc.
 BFTG-Windsong Associates Limited Partnership
 BHP/Harford Commons Limited Partnership
 Billings Family Housing, L.P.
 Bingham Family Housing Associates Limited Partnership
 Birmingham Housing Associates Limited Partnership
 Birmingham Towers Limited
 Bixel House, A California Limited Partnership
 BK Apartments L.P.
 Blackstone Falls Associates Limited Partnership
 Blair Senior Housing, L.P.
 Blue Mountain Associates Limited Partnership
 Blue Grass Housing Associates, L.P.
 Bolivar Senior Housing, L.P.
 Boston Financial Affordable Housing Fund I Limited Partnership
 Boston Financial Affordable Housing Fund II Limited Partners
 Boston Financial California Affordable Housing Fund I, Limited Partnership
 Boston Financial California Institutional Tax Credits, Limited Partnership, The
 Boston Financial Contracting Limited Partnership

Boston Financial Fleet Affordable Housing Fund II Limited Partnership
 Boston Financial Fleet Affordable Housing Fund Limited Partnership
 Boston Financial GP-2, LLC

Boston Financial Historic Communities Fund I, LLC

Boston Financial Institutional Tax Credits II, A Limited Partnership
 Boston Financial Institutional Tax Credits III, A Limited Partnership
 Boston Financial Institutional Tax Credits IV, A Limited Partnership
 Boston Financial Institutional Tax Credits IX, A Limited Partnership
 Boston Financial Institutional Tax Credits V, A Limited Partnership
 Boston Financial Institutional Tax Credits VII, A Limited Partnership
 Boston Financial Institutional Tax Credits VIII, A Limited Partnership
 Boston Financial Institutional Tax Credits X, A Limited Partnership
 Boston Financial Institutional Tax Credits XI, A Limited Partnership
 Boston Financial Institutional Tax Credits XII, A Limited Partnership
 Boston Financial Institutional Tax Credits XIII, A Limited Partnership
 Boston Financial Institutional Tax Credits XIV, A Limited Partnership
 Boston Financial Institutional Tax Credits XIX, A Limited Partnership
 Boston Financial Institutional Tax Credits XV, A Limited Partnership
 Boston Financial Institutional Tax Credits XVI, A Limited Partnership
 Boston Financial Institutional Tax Credits XVII, A Limited Partnership
 Boston Financial Institutional Tax Credits XVIII, A Limited Partnership
 Boston Financial Institutional Tax Credits XX, A Limited Partnership
 Boston Financial Institutional Tax Credits XXI, A Limited Partnership
 Boston Financial Institutional Tax Credits, A Limited Partnership
 Boston Financial Private Label Tax Credits I, A Limited Partnership
 Boston Financial Private Label Tax Credits II, A Limited Partnership
 Boston Financial Private Label Tax Credits III, A Limited Partnership
 Boston Financial Qualified Housing Tax Credits L.P. IV, A Limited Partnership
 Boston Financial Qualified Housing Tax Credits L.P. V, A Limited Partnership
 Boston Financial Southeast Regional Affordable Housing Fund I
 Boston Financial Tax Credit Fund Plus, A Limited Partnership
 Boston Financial Tax Credit Fund VII, A Limited Partnership
 Boston Financial Tax Credit Fund VIII, A Limited Partnership

Braco-I Limited Partnership

Bradford Mews Associates, L.P.

Bradford Mews II Associates, L.P.

Breckenridge Creste Apartments, L.P.

Brentwood Apartments Ltd.

Briarwood Apartments, A Limited Partnership

Brighton Manor Apartments, A Limited Partnership

Bristlecone Apartments, L.P.

Broadway Tower Limited Partnership

Bronaugh Investors Oregon, Limited Partnership

Brookline Associates Limited Partnership

Brookscrossing Apartments Limited Partnership

Brookwood Limited Dividend Housing Association Limited Partnership

Brown-Kaplan Limited Partnership

Brownsville Associates, L.P.

Buckfield Housing Associates Limited Partnership

Buena Vista at Cypress Point Limited Partnership

Buena Vista Properties Limited Partnership

Buff-Ski Limited Partnership
 Bull Creek Associates Limited Partnership
 California Investors XII, a California Limited Partnership
 Cambridge Village, A Limited Partnership
 Cane Break, A Limited Partnership
 Carolina Woods Associates II, L.P.
 Carolina Woods Associates, Limited Partnership
 Carter Court Associates, Ltd.
 Carver Creek Limited Partnership
 Cass House Associates Limited Partnership
 Cedar Lane I
 Cedar Ridge Townhomes, A Limited Partnership
 Chadburne Limited Dividend Housing Association
 Chapparral Housing Associates, A Limited Partnership
 Cheboygan Apartments Company Limited Dividend Housing Association Limited Partnership
 Chelsea Square Associates
 Chelsea Village, A Limited Partnership
 Chesaco Limited Partnership
 Chester Apartments Associates
 Chestnut Lane Limited Partnership
 Chestnut Plains Limited Partnership
 Cheswick-Oxford Associates, L.P.
 Chicopee Housing Associates
 Church Corner Limited Partnership
 Church Hill/Fairmont Limited Partnership
 Church Square South Associates, L.P.
 Circle Terrace Associates, Limited Partnership
 Clairmont Apartments, Ltd.
 Clinton Family, L.P.
 Clinton Plaza Associates, L.P.
 Collins Place Apartments, A Limited Partnership
 Colonial Meadows Limited Dividend Housing Association Limited Partnership
 Columbia Town House Associates Limited Partnership
 Congress Park Limited Partnership
 Connecticut Associates II Limited Partnership
 Connecticut Associates I Limited Partnership
 Connecticut Residential Investors Associates Limited Partnership
 Cotton Mill Associates
 Country Lake Apartments, A Limited Partnership.
 Country Place of Colchester Limited Partnership
 Country Place Townhomes, A Limited Partnership
 Country Place Two, Limited Partnership
 Crafton Place, A Limited Partnership
 Crescent Village Townhomes Limited Partnership
 Crossover Terrace, A Limited Partnership
 Dakota Square Manor Limited Partnership
 Delmar Crossing Associates, L.P.
 Derby Ridge Apartments, Ltd.
 Des Moines Street Associates, L.P.
 Desoto Associates III, L.P.
 Diversey Square Associates L.P.

Dorsett Limited Partnership
 Dovetail Villas, Ltd.
 Dulles Town Center Associates, L.P.
 Dulles Town Center II Associates, L.P.
 Duluth Limited Partnership II
 Durant Apartments, L.P.
 Durham Park Limited Partnership
 Eagle Ridge Townhomes Limited Partnership
 Eaglewood VIII, L.P.
 Eastern Pine Apts., L.P.
 Eastmont Estates Associates
 Ellsworth Senior Housing A Limited Partnership
 Executive Square Limited Partnership
 Fairhaven Manor Limited Partnership
 Fairway Ridge I, A Limited Partnership
 Firethorne Management Corporation
 Fitchburg Green Associates
 Florence Mill Associates
 Flournoy Development Company, LLC
 Forest Lake Apartments, A Limited Partnership
 Forest Manor Associates, A California Limited Partnership
 Forest Trace Apts., L.P.
 Fort Kent Housing Associates Limited Partnership
 Fountain Lakes, A Limited Partnership
 Fourteenth Street Associates
 Fox Run Housing Associates, Ltd.
 Foxcroft Associates, L.P.
 Foxfire Limited Dividend Housing Association
 Franklin 78 Associates, Limited Partnership
 Fresno-Maplewood Limited, A California Limited Partnership
 Fullerton Limited Partnership
 Fulton Associates I, L.P.
 Gainesville Associates
 Garden Cove Apartments, Ltd.
 Garden Plain Senior Apartments, A Limited Partnership
 Georgetown Associates II L.P.
 Georgia Arms, L.P.
 Gibson Village Limited Partnership
 Gladiola Apartments, A Limited Partnership
 Glenfield, A Limited Partnership
 Glenview Associates, Limited Partnership
 Glenwood-Oxford Housing Association Limited Partnership
 Gobles Limited Dividend Housing Association Limited Partnership
 Golden Village IV Limited Partnership
 Goodman Apartments, L.P.
 GPI Tax Credits II, LLC
 GPI Tax Credits, LLC
 Grand Manor Investment Company
 Green Wood Apartments, A Limited Partnership
 Greenbriar Villa Apartments, L.P.
 Greentree Village Limited Partnership

Greenville Limited Dividend Housing Association Limited Partnership

Greenwood East, Ltd.
 Guardian Place Limited Partnership
 Hamilton Park Associates Limited Partnership
 Hampton Village Limited Partnership
 Harbor Towers Limited Partnership
 Harbour View Associates
 Harvin Manor Limited Partnership
 Heritage Court Limited Partnership
 Hidden Creek Villas, LTD.
 Hilltop Apartments Limited Partnership
 Holly Springs Family, L.P.
 Homestead Colony Limited Partnership
 Horseshoe Bend Associates I, L.P.
 HT Associates, Limited Partnership
 Hudson Square North Associates, L.P.
 Huguenot Park Associates, L.P.
 Issaquena Apartments, L.P.
 Jardines Limited Dividend Partnership II, S.E., L.P.
 Jardines Limited Dividend Partnership III, S.E., L.P.
 Jardines Limited Dividend Partnership, S.E., L.P.
 Johnson Meadows, A Limited Partnership
 Kendrigan Place Limited Partnership
 Kenilworth Associates, Ltd.
 Kensington Place Townhomes, A Limited Partnership
 Kings Grant Court Limited Partnership
 Kissimmee RRH, L.P.
 Konover Residential Corporation
 L.L. Associates, Phase II, A Limited Partnership
 LaCenter Associates L.P.
 Lafayette Limited Partnership
 Lake Elsinore Investors II
 Lakeside Square L.P.
 Lakeside Village II, A Limited Partnership
 Lakeside Village, A Limited Partnership
 Lamar Associates, L.P.
 Lee Overlook Associates, L.P.
 Lend Lease FM-I, LLC
 Lexington Associates I, L.P.
 Liberty Limited Partnership
 Lincoln Green Associates Limited Partnership
 LL - GP Colorado, Inc.
 Logan Plaza Associates, L.P.
 Logan Trace Apts., Ltd.
 Long Creek Court Limited Partnership
 Longview Apartments, L.P.
 Los Claveles S.E. Limited Partnership
 Madera Sunrise Terrace Limited Partnership
 Madronna Manor Limited Partnership
 Maiden Choice Limited Partnership
 Manchester Apartments Company Limited Partnership

Manchester Arms Apartments, A Limited Partnership
 Maple Commons Associates Limited Partnership
 Maple Street Associates Limited Partnership
 Marlboro Arms Associates
 Marshall Village Limited Partnership
 Mass Pike Towers Associates
 Maurnez Apartments, A Limited Partnership
 MB Bittersweet Associates Limited Partnership
 MBI Tax Credits II, LLC
 MBI Tax Credits, LLC
 MCDC Community Development Limited Partnership I
 MCDC Community Development Limited Partnership II
 McGregor Limited Partnership
 McKinley-Walker, Ltd. (L.P.)
 McMath Apartments, L.P.
 Meadow Wood Apartments, L.P.
 Meadow Wood Associates Of Hiawatha Phase I, L.P.
 Meadow Wood Associates Of Newton, L.P.
 Meadow Wood Associates Of Pella, LP
 Meadow Wood Of Ames, L.P.
 MF Indian River Holdings, Ltd.
 MGP Institutional Tax Credits II, LLC
 MGP Institutional Tax Credits, LLC
 Mid-Atlantic Regional Affordable Housing Fund I, Limited Partnership
 Mid-Atlantic Regional Affordable Housing Fund II, Limited Partnership
 Milan Apartments Company Limited Partnership
 Milk Street Realty Corporation
 Milk Street Residential Associates Limited Partnership
 Milo Housing Associates Limited Partnership
 Missouri Rural Housing of Oak Grove, LP
 MMA Ashton Forest Park, LLC
 MMA Ashton Powder Springs, LLC
 MMA Atlantic Palms, LLC
 MMA Bradenton Village Independent Member Corp.
 MMA Carver Terrace Independent Member Corp.
 MMA Churchill Homes II Independent Member Corp.
 MMA Financial Housing Investments I, A Limited Partnership
 MMA Financial Ambac Affordable Housing IV Limited Partnership
 MMA Financial Ambac Affordable Housing I Limited Partnership
 MMA Financial Ambac Affordable Housing II Limited Partnership
 MMA Financial Ambac Affordable Housing III-A Limited Partnership
 MMA Financial Ambac Affordable Housing III-B Limited Partnership
 MMA Financial Ambac Affordable Housing V Limited Partnership
 MMA Financial Bedford GP, Inc.
 MMA Financial Housing Investments II, A Limited Partnership
 MMA Financial Housing Investments III, A Limited Partnership
 MMA Financial Housing Investments IV, A Limited Partnership
 MMA Financial Housing Investments V, A Limited Partnership
 MMA Financial Housing Investments VI, A Limited Partnership
 MMA Financial Housing Investments VII, A Limited Partnership
 MMA Financial Institutional Tax Credit Fund XXIX, A Limited Partnership

MMA Financial Institutional Tax Credits XXII, A Limited Partnership
 MMA Financial Institutional Tax Credits XXIII, A Limited Partnership
 MMA Financial Institutional Tax Credits XXV, A Limited Partnership
 MMA Financial Institutional Tax Credits XXVI, A Limited Partnership
 MMA Financial Institutional Tax Credits XXVII, A Limited Partnership
 MMA Financial Institutional Tax Credits XXVIII, A Limited Partnership
 MMA Financial MRT Two Independent Member Corp.
 MMA Financial Institutional Tax Credits XXIV, A Limited Partnership
 MMA Flynn's Crossing Independent Member Corp.
 MMA Magnolia Square Associates, LLC
 MMA Mid-Atlantic Regional Affordable Housing Fund III Limited Partnership
 MMA Museum Park, LLC
 MMA Nevada, Inc.
 MMA New Brunswick Independent Member Corp.
 MMA Park Duvalle Independent Member Corp.
 MMA Ridge Jonesboro, LLC
 MMA Ridge North Little Rock, LLC
 MMA Stillwater, LLC
 MMA Tanglewood Associates, LLC
 MMA Taylor Terrace GP, Inc.
 MMA Villa Lara Limited Partnership
 MMA Vintage Zinfandel, A Limited Partnership
 MMA-GP Arkansas, Inc.
 MMA-GP West I, Inc.
 MMA-GP West II, Inc.
 Monmouth Woods Associates, L.P.
 Monroe Properties Limited Partnership
 Mont-Ski Limited Partnership
 Mulberry Associates I, L.P.
 Mystic Grove Limited Dividend Housing Association Limited Partnership
 National Housing Partners, L.P.
 New Brighton Associates
 New Falls Associates
 New Garden Associates, a Limited Partnership
 New Sweden Housing Associates Limited Partnership
 Newport Housing Associates Limited Partnership
 North Bakersfield Investors Limited, A California Limited Partnership
 Norris Place Limited Partnership
 North Village at Webster II Limited Partnership
 Oak Forest, L.P.
 Oak Knoll Renaissance Limited Partnership
 Oak Pointe Apartments, A Limited Partnership
 Oak Ridge Apartments, A Limited Partnership
 Oakview Square Limited Partnership
 Ocean View Apartments, Limited Partnership
 Old King's Highway Limited Partnership
 Oldham Institutional Tax Credit IV LLC
 Oldham Institutional Tax Credits II LLC
 Oldham Institutional Tax Credits III LLC
 Oldham Institutional Tax Credits LLC
 Oldham Institutional Tax Credits V LLC

Oldham Institutional Tax Credits VI LLC
 Oldham Institutional Tax Credits VII LLC
 Olive Branch Family, L.P.
 Olyphant Associates
 Orchard Run Associates, L.P.
 Oregon Landmark - Three Limited Partnership
 Oro Valley Apartments, A Limited Partnership
 Osceola RRH, Ltd.
 Outrigger Village Apts. of Kissimmee
 Oxford House Limited Partnership
 Paddock Club Opelika, Limited Partnership
 Paddock Club Phenix City, A Limited Partnership
 Paragould Associates I, L.P.
 Park @ Cliff Creek, Ltd.
 Park North-Oxford Associates, A Maryland Limited Partnership
 Park Road Apartments Limited Partnership
 Park Seton Development Limited Partnership
 Park View At Snow Hill Limited Partnership
 Park Village I Partners, L.P.
 Park Villas Limited Partnership
 Park Yellowstone, Ltd.
 Parke Forest Apartments, Ltd.
 Parklane Apartments, Phase II, A Limited Partnership
 Parkmoor Avenue Associates, A California Limited Partnership
 Parkwood Apartments Limited Partnership
 Parkwood Associates Limited Partnership
 Peach Orchard Limited Partnership
 Perryville Associates I, L.P.
 Peters Creek Associates, L.P.
 Pheasant Hill Village Associates
 Pheasant Point Apartments, Limited Partnership
 Phoenix Housing Limited Partnership
 Pickens Apartments, L.P.
 Pier Park Residences Limited Partnership
 Pike Place, A Limited Partnership
 Pilot House Associates, L.P.
 Pineview Limited, A California Limited Partnership
 Pleasant Plaza Housing Limited Partnership
 Pointe Vista, Ltd.
 Poplar Village Ltd.
 Poppleton Place Associates
 Porterville-Mountain View Limited, A California Limited Partnership
 Post Wood Townhomes L.P.
 Post Woods Townhomes II Limited Partnership
 Prairieland Properties of Satanta, A Limited Partnership
 Prairieland Properties of Syracuse, A Limited Partnership
 Prentiss County Elderly, L.P.
 Preston Place Associates, L.P.
 Preston Place II Associates, L.P.
 Quail Woods Associates, Ltd.
 Quincy Square, A Limited Partnership

Raleigh Elderly, L.P.
 Red Fund, L.L.C.
 Republic Sequin Properties Limited Partnership III
 Republic Sequin Properties Limited Partnership IV
 Republic Sequin Properties Limited Partnership VI
 Risley Dent Towers Associates Limited Partnership
 River Vista Heights, L.P.
 Riverview Elderly Housing, L.P.
 Riverview Village
 Robersonville Associates, A Limited Partnership
 Rolling Green Housing Associates, Ltd.
 Rolling Meadows Associates, L.P.
 Rolling Meadows II Associates, L.P.
 Rossville Senior Housing, L.P.
 San Angelo Associates
 Santa Fe Oaks Phase II, A Limited Partnership
 Sante Fe Townhomes, A Limited Partnership
 Saxonville Village Associates
 Schumaker Place Associates L.P.
 Sencit Towne House Limited Partnership
 Seven Pines Associates Limited Partnership
 Shadow Lake, A Limited Partnership
 Shandin Associates, L.P.
 Shannon Creste Apartments, L.P.
 Sierra Vista Housing Associates, Ltd.
 Silver Creek II, Ltd.
 Smithville Elderly, L.P.
 Smithville Rural Housing, A Limited Partnership
 Soldiers Ridge Partners, L.P.
 South Holyoke Housing Limited Partnership
 Southeast Regional Affordable Housing Fund II, Limited Partnership
 Spearswood Apartments, Limited
 Spencer Court Apartments Limited Partnership
 Spring Hill Housing Associates I, Ltd.
 SpringWood Apartments, A Limited Partnership
 St. Andrews Pointe Apartments, A Limited Partnership
 St. James Walnut Associates
 Stewart Park Associates Limited Partnership
 Stirling-Bay Company Limited Partnership
 Stonelick Woods Apartments, A Limited Partnership
 Strafford II Rural Housing, L.P.
 Strathern Park, A California Limited Partnership
 Sullivan Cherryville Limited Partnership
 Sundance Housing Associates, Ltd.
 Susquehanna View Limited Partnership
 Sussex Affordable Housing Partners LP
 Swinney Apartments, L.P.
 Talbot Village Limited Partnership
 Taymor Associates, L.P.
 T-Creek, A Limited Partnership
 Terrace Housing Associates, Ltd.

The Boston Financial Group Incorporated
 The Colony Apartments L.P.
 The Oaks of Dunlop Farms, L.L.L.P.
 The Wellington Company
 The Woodhill Apartments Limited Partnership
 The Woods of Castleton, A Limited Partnership
 The Worthy Realty Co.
 Timberwood Trace Apartments, A Limited Partnership
 Timothy House Limited Partnership
 Tinman Realty Limited Partnership
 Tippah County Elderly, L.P.
 Tompkins/Rosecliff, Ltd.
 Trailwood Limited Partnership
 Tree Trail Apartments, A Limited Partnership
 TWC Eighty-Two, Ltd.
 TWC Ninety, Ltd.
 Twin Oaks Meadows Limited Dividend Housing Association Limited Partnership
 Unity Family Housing Associates Limited Partnership
 Vaiden Elderly, L.P.
 Valencia Park, Ltd.
 Vark Street Associates, L.P.
 Verdean Gardens Associates Limited Partnership
 Victory Village Limited Partnership
 Villa de la Rosa LP
 Village Green Limited Dividend Housing Association Limited Partnership
 Village Park Associates Limited Partnership
 Walker Mews Apartments, L.P.
 Walker Woods Partners, II, L.P.
 Walker Woods Partners, L.P.
 Walnut Luxury Apartments, LLC
 Walterboro Properties, A Limited Partnership
 Ward Manor Associates I, L.P.
 Warrenton Associates I, L.P.
 Washington Heights Apartments, L.P., Limited Partnership
 Washington Heights Apartments, L.P.
 Water Oak Apartments, Limited Partnership
 Waterfront Limited Partnership
 Wayne Apartments Project Limited Partnership
 Wayne Senior Housing, A Limited Partnership
 Waynesboro Properties Limited Partnership
 Webster Court Apartments Limited Partnership
 Wellesley Woods Associates, L.P.
 Wellsville Heights Apartments, L.P.
 West Birch Townhomes of Princeton Limited Partnership
 West Cedar Ambac I, LLC
 West Cedar Ambac II, LLC
 West Cedar Ambac III, LLC
 West Cedar Ambac IV LLC
 West Cedar Ambac V, LLC
 West Cedar California I, LLC
 West Cedar Chelsea, LLC

West Cedar Equity I Limited Partnership
 West Cedar Equity IV Limited Partnership
 West Cedar Fleet LLC
 West Cedar Housing Investments I, LLC
 West Cedar Housing Investments II, LLC
 West Cedar Housing Investments III, LLC
 West Cedar Housing Investments IV, LLC
 West Cedar Housing Investments V, LLC
 West Cedar Housing Investments VI, LLC
 West Cedar II Limited Partnership
 West Cedar III Limited Partnership
 West Cedar IV Limited Partnership
 West Cedar IX Limited Partnership
 West Cedar Limited Partnership
 West Cedar Managing, Inc.
 West Cedar Mid-Atlantic I, LLC
 West Cedar Mid-Atlantic II, LLC
 West Cedar Mid-Atlantic III, LLC
 West Cedar MLL, LLC
 West Cedar Morgan, LLC
 West Cedar PL II, LLC
 West Cedar PL III LLC
 West Cedar Southeast II, LLC
 West Cedar V Limited Partnership
 West Cedar VI Limited Partnership
 West Cedar VII Limited Partnership
 West Cedar VIII Limited Partnership
 West Cedar X Limited Partnership
 West Cedar XI Limited Partnership
 West Cedar XII, LLC
 West Cedar XIII, LLC
 West Cedar XIV, LLC
 West Cedar XIX, LLC
 West Cedar XV, LLC
 West Cedar XVI, LLC
 West Cedar XVII, LLC
 West Cedar XX, LLC
 West Cedar XXI, LLC
 West Cedar XXIII, LLC
 West Cedar XXIV, LLC
 West Cedar XXV, LLC
 West Cedar XXVI, LLC
 West Cedar XXVII, LLC
 West Cedar XXVIII, LLC
 West Dade, Ltd.
 West Dade, Ltd. II
 West End Place, A Limited Partnership
 West Pine Associates
 Westchase Limited Partnership
 Westgate Associates I, L.P.
 Westland Avenue Associates Limited Partnership

Westminster Village Limited Partnership
Westover Station Associates, L.P.
Westwood Manor Limited Dividend Housing Association Limited Partnership
Whispering Trace Apartments, A Limited Partnership
Whitehills Apartments Company Limited Partnership
Whitney Heights Associates, L.P.
Wilbraham Common Associates Limited Partnership
Wildewood Place Apartments, A Limited Partnership
Willow Bend Townhomes Limited Partnership
Willow Ridge Development Company Limited Partnership
Willowpeg Lane Limited Partnership
Willowpeg Village Limited Partnership
Wind Meadow Apartments, L.P.
Windcrest/West Road, Ltd.
Windjammer Limited Partnership
Windsong Associates, LLC
Windsor Court Housing Associates, L.P.
Winona Associates I, L.P.
Woodfield/MHT Limited Dividend Housing Association Limited Partnership
Woodlake Hills Limited Partnership
Woodman Road Corporation
Woodman Southern Properties Corporation
Woods Lane, A Limited Partnership
Woodview Developers, L.L.L.P.
Woodward Limited Dividend Housing Association Limited Partnership
Yester Oaks, L.P.
Yorkcliffe Apartments, Ltd.

Receipt Number: 1697145

File Number **DP000186**



AMENDMENT

For

DULUTH LIMITED PARTNERSHIP II

Filed at the request of:

CHARISMA PROPERTY MANAGEMENT INC
4304 TECHNOLOGY DRIVE
SIOUX FALLS SD 57106

State of South Dakota
Office of the Secretary of State

Filed in the office of the Secretary of State on: **Monday, July 23, 2007**

A handwritten signature in cursive script that reads 'Chi Nelson'.

Secretary of State

Fee Received: \$100.00

352 4145

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
605-773-4145

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF LIMITED PARTNERSHIP**

FILING FEE: \$100

RECEIVED
JUL 19 2007
S.D. SEC. OF STATE

RECEIVED
JUL 23 2007
S.D. SEC. OF STATE

Chris Nelson
SECRETARY OF STATE

The undersigned, Chris Nelson, Secretary of the limited partnership named below, hereby certifies that:

1. The name of the limited partnership is: Duluth Limited Partnership II
2. The date of filing the certificate is: Original filing 11/29/1990
3. The amendment to the certificate is:

The name and address of the agent for service is changed to PRO/Rental Management, Inc. 1113 Sherman Street, Sturgis, SD 57785

Dated 6-17-07

**METROPLAINS ACQUISITION CORP., GENERAL PARTNER
BY: GARY L. STENSON, VICE PRESIDENT**

(General Partner)

Gary L. Stenson
(General Partner)

(General Partner)

A certificate of amendment must be signed by at least one general partner and by each other general partner designated in the certificate as a new general partner.

The Consent of Appointment below must be completed and signed by any newly appointed registered agent.

Submit one original and one copy.

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, PRO/Rental Management, Inc., hereby give my consent to serve as the
(name of registered agent)

registered agent for Duluth Limited Partnership II
(limited partnership name)

Dated 6-28-07

Debi Baker, President
(signature)

domesticlpamendment july 2006

DP 18b