

Filing Fee: \$50.00

ID Number: 49539



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

LIMITED PARTNERSHIP

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP**

DEC 14 PM 2:26

The undersigned, desiring to amend the Certificate of Limited Partnership under and by virtue of the power conferred by Section 7-13-9 of the General Laws of Rhode Island, 1956, as amended, hereby execute the following Certificate of Amendment to the Certificate of Limited Partnership:

1. The name of the limited partnership is:

Plaza Village Group

2. The date of filing of the Certificate of Limited Partnership is December 18, 1973

3. The Certificate of Limited Partnership (as previously amended 3/18/74, 12/27/74, 12/21/84, 2/27/07, 12/23/09)
(List dates of prior amendment(s), if applicable. If none, so state.)

is amended as follows:

[Insert amendment]

The Certificate of Limited Partnership is amended as shown in the Attached Exhibit A

FILED

DEC 14 2015

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


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

Date: November 16, 2015

Plaza Village Group

Print Name of Limited Partnership

By Ferland Corporation
General Partner

By 
John K. Cooper
President

By _____

By _____

By _____

EXHIBIT A

SECOND AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED
PARTNERSHIP AGREEMENT OF PLAZA VILLAGE GROUP

THIS SECOND AMENDMENT (the "Second Amendment") TO SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF PLAZA VILLAGE GROUP (the "Agreement") dated effective as of the 24th day of June, 2014, (this "Amendment") is by and among FERLAND CORPORATION, a Rhode Island corporation ("General Partner"), SHP-PV, LLC and SHP AQUISITIONS II, LLC, both Maine limited liability companies, (together, the "Withdrawing Partners"), and BELVERON PARTNERS FUND III JV, LLC, a Delaware limited liability company (the "Substitute Partner").

WHEREAS, Plaza Village Group (the "Partnership") was formed under the laws of the State of Rhode Island by the filing of an Agreement and Certificate of Limited Partnership (the "Original Agreement") on December 18, 1973, with the Rhode Island Secretary of State (the "Secretary");

WHEREAS, the Original Agreement has been amended several times, the most recent being the FIRST AMENDMENT dated December 1, 2009, that completed the admission of the Withdrawing Partners to the Partnership;

WHEREAS, the Withdrawing Partners (also called the "Assignor(s)") have assigned (by Assignment Of Partnership Interest with an effective date of June 24, 2014) all of their respective ownership interests in the Partnership (the "Partnership Interests") to Belveron Partners Fund III, LP and Belveron Partners Fund III Venture, LP, both entities having assigned or otherwise transferred the Partnership Interests to the Substitute Partner; and,

WHEREAS, the Substitute Partner has obtained the Partnership's Lender's approval for the Substitute Partner to be admitted to the Partnership as evidenced by the Greystone Servicing Corporation, Inc. Conditional Approval of Transfer of Ownership Interest letter dated September 14, 2015 (the "Approval Letter").

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the General Partner, the Withdrawing Partners and the Substitute Partner, do hereby agree and amend the Agreement as follows:

1. The Withdrawing Partners hereby voluntarily withdraw as Partners of the Partnership, and execute this Second Amendment as evidence of such withdrawal.
2. The Substitute Partner is hereby admitted as a limited partner to the Partnership as authorized by the Approval Letter, and executes this Second Amendment as evidence of such admission, and further, agrees to be bound by all the provisions of the Partnership

Agreement, the terms of the Approval Letter, and any loan documents to which the Partnership is a party. The Substitute Partners warrants to the General Partner that it is the correct and only owner of the limited partner interest(s) as permitted by this Second Amendment.

3. The General Partner and the Substitute Partner hereto adopt and ratify by reference all of the remaining terms and conditions of the Agreement as if said Agreement was set forth herein in full; provided, however, that in the event of any conflict between the Agreement, this Second Amendment and the Approval Letter, the Approval Letter shall govern and control. Notwithstanding any other provisions hereof, this second Amendment shall not take effect until all conditions of the Approval Letter have been met and/or complied with.

4. The General Partner and the Substitute Partner agree that the Schedule A attached to this Second Amendment accurately reflects the Partners and their ownership interests.

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

6. This Second Amendment shall be governed by and construed in accordance with the laws of the State of Rhode Island.


7. Any reference in the Agreement as amended to the Withdrawing Partners is hereby deleted, and all other provisions of the Agreement as amended remain in full force and effect.

(signatures on next page)

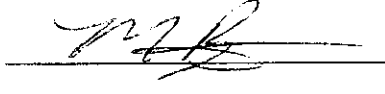
IN WITNESS WHEREOF, this Second Amendment is executed effective as of the date and year first above written.

Withdrawing Partners

SHP-PV, LLC

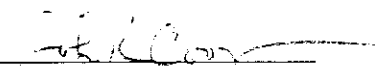
By: 
Michael Burnham
(printed name)
Manager
(title)

SHP Acquisitions II, LLC

By: 
Michael Burnham
(printed name)
Manager
(title)

General Partner

Ferland Corporation

By: 
John K. Cooper
President

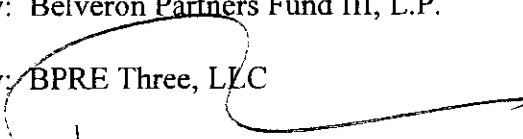
(signatures continue on following page)

Substitute Limited Partner

Belveron Partners Fund III JV, LLC

By: Belveron Partners Fund III, L.P.

By: BPRE Three, LLC

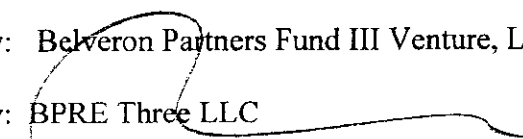
By: 

Paul T. Odland
Managing Member

and

By: Belveron Partners Fund III Venture, L.P.

By: BPRE Three LLC

By: 

Paul T. Odland
Managing Member

SCHEDULE A

<u>General Partner</u>	<u>Partnership Interest</u>
Ferland Corporation	25%
<u>Limited Partner</u>	
Belveron Partners Fund III JV, LLC	75%



State of Rhode Island and Providence Plantations
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly executed in
accordance with the provisions of Title 7 of the General Laws of Rhode Island, as
amended, has been filed in this office on this day:

Nellie M. Gorbea
Secretary of State

