

151616

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CERTIFICATE  
(LIMITED PARTNERSHIP)  
FIRST AMENDMENT

KNOW ALL MEN BY THESE PRESENTS, that we, New Blackstone Hotel, Inc., a corporation organized under the laws of the State of Rhode Island, Frank D'Oric and Joseph F. Prete, both of the City of Providence, State of Rhode Island and GNLC Corp. of Mass., a corporation created under the laws of the Commonwealth of Massachusetts, desiring to amend the limited partnership known as "Blackstone Apartments Associates" existing under and by virtue of the powers conferred by Chapter 7-13 of the General Laws of Rhode Island, and by execution of an instrument entitled "Blackstone Apartments Associates (a Rhode Island limited partnership) First Amendment" dated **DECEMBER 28,** 1972, do solemnly swear that:

FIRST: The name of the partnership shall be Blackstone Apartments Associates. (First Amendment '1, page 2).

SECOND: The character of the business conducted by the partnership shall be to acquire the land and building known as the Blackstone Hotel in Woonsocket, Rhode Island, to complete the rehabilitation thereof in conformity with the Commitment and all documents and exhibits referred to therein; to execute a regulatory agreement as may be prescribed by the FHA and any other documents required in connection therewith; including any contract with the Secretary of Housing and Urban Development (Secretary) desirable or necessary to comply with the National Housing Act as amended from time to time and the Regulations thereunder; to own, operate and lease all or a portion of the Partnership's property; to borrow money and issue evidences of indebtedness and to secure the same by mortgages, security agreements, pledges or other liens or security interests in furtherance of any and all the objects of the business of the Partnership; and to do any and all other acts and things which may be necessary, incidental or

convenient to carry on the Partnership's business as contemplated under this Agreement. Without limiting the generality of the foregoing, the Partnership shall have authority to enter into management agreements,

~~of these nominees~~ The Partnership shall not engage in any business not related to the Project. (First Amendment ¶3, pages 2A & 3).

THIRD: See ¶4, page 3 of First Amendment.

FOURTH:	GENERAL PARTNERS	RESIDENCE
	Frank D'Orio	140 Modena Avenue, Providence, R.I.
	Joseph F. Prete	45 Dakota Street, Providence, R.I.

	LIMITED PARTNERS	RESIDENCE
	GNLC Corp. of Mass.	466 Commonwealth Ave., Boston, Mass.

are the names and places of residence of all members of the partnership, both general and limited, as respectively designated.

FIFTH: The term of existence of the partnership shall be from February 14, 1972 until December 31, 2047.

SIXTH: The following items listed immediately below shall be the contribution of the limited partner.

Name of Limited Partner	Cash
GNLC Corp. of Mass.	As set forth in the First Amendment ¶6(b) on page 4, ¶6(e) and 6(f) on page 6, 6(g) on pages 7 & 8, Schedule A attached to said First Amendment, ¶¶ 11 and 12 on pages 12 through 16 and any other portions of said First Amendment not specifically referred to herein.

SEVENTH: The items listed immediately below shall be the additional contributions, agreed to be made by the limited partner and the times at which or the events on the happening of which

said contributions shall be made

Name of Limited Partner	Cash
GNLC Corp. of Mass.	As set forth in said First Amendment. See ¶6 of this Certificate

EIGHTH: The contribution of the limited partner shall be returned as set forth in said First Amendment. See First Amendment ¶15, pages 17 through 20; ¶26 on page 32.

NINTH: The limited partner shall, by reason of its contribution, receive those proceeds as set forth in ¶15 on pages 17 through 20 of the First Amendment and ¶¶7 and 8 on pages 8 through 11 of First Amendment.

TENTH: The limited partner shall have the right to substitute an assignee or assignees as contributor or contributors in its place, subject to the following terms and conditions: See ¶23 on pages 29B & 30, ¶¶24, 25 & 26 on pages 31, 32, 33 of First Amendment.

ELEVENTH: The partners shall have the right to admit additional limited partners.

TWELFTH: There is only one limited partner.

THIRTEENTH: In the event of the death, insanity, incompetency, withdrawal, retirement, removal, assignment for the benefit of creditors, filing a petition for or adjudication of bankruptcy of a general partner, the remaining general partner shall have the right to continue the business subject to approval by the limited partner. (See ¶22 pages 28 and 29 of the First Amendment).

FOURTEENTH: The limited partner shall not have the right to demand and receive property other than cash in return for its contribution.

FIFTEENTH: The First Amendment to this limited partnership constitutes a complete revision of the entire partnership agreement, except for the change of name and the principal place

of business. (See ¶1, page 2 of First Amendment).

IN TESTIMONY WHEREOF, we have hereunto set our hands and stated our residences this 28<sup>TH</sup> day of DECEMBER, 1972.

Name	Residence
New Blackstone Hotel, Inc.	23 Clinton Street, Woonsocket, R.I.

By *Frank D'Orio*  
Frank D'Orio, President

*Joseph F. Prete* 45 Dakota Street, Providence, R. I.  
Joseph F. Prete

*Frank D'Orio* 140 Modena Avenue, Providence, R.I.  
Frank D'Orio

GNL Corp. of Mass. 466 Commonwealth Ave., Boston, Mass.

By *Robert L. Spruings*  
President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the City of Providence in said county this 28<sup>th</sup> day of December 1972 then personally appeared before me Frank D'Orio, individually and in his capacity as President of the New Blackstone Hotel, Inc. and Joseph F. Prete each and all known to me and known by me to be parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed, and as to New Blackstone Hotel, Inc., the free act and deed of New Blackstone Hotel, Inc. and the free act and deed of Frank D'Orio in his capacity as President of New Blackstone Hotel, Inc.

*Vincent A. F. Raposta*  
Notary Public  
My Commission expires June 30, 1976

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

In the City of Boston this 28<sup>TH</sup> day of DECEMBER,  
1972 then personally appeared before me Robert Springer in his  
capacity as President of GNLC Corp. of Mass., to me known and  
known by me to be the party executing the foregoing instrument  
in his said capacity, and he acknowledged said instrument by him  
subscribed to be his free act in his said capacity and the free  
act and deed of GNLC Corp. of Mass.

Mansoor Y. Tutun  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
APRIL 19, 1979