

THIRD AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
OF
PARKIS PLACE PARTNERSHIP

WE, THE UNDERSIGNED, desiring to amend the Second Amendment to Certificate of Limited Partnership of the Parkis Place Partnership, a Rhode Island limited partnership, which was filed with the State Secretary of Rhode Island on December 29, 1972, do hereby sign under oath and file this Third Amendment to Certificate of Limited Partnership, which further amends the Second Amendment to Certificate of Limited Partnership as follows:

1. Paragraph IV of said Second Amendment to Certificate of Limited Partnership is hereby amended to read as follows:

"IV. The name and place of residence of each member of the Partnership, General and Limited Partners being respectively designated, is as described on Schedule A, as amended, attached hereto and made a part hereof."

2. Paragraph VI of said Second Amendment to Certificate of Limited Partnership is hereby amended to read as follows:

"VI. The amount of cash and a description of and the agreed value of the other property contributed by each Limited Partner is as set forth in Schedule A, as amended, attached hereto and made a part hereof."

3. Schedule A as attached to said Second Amendment to Certificate of Limited Partnership is hereby amended to read as set forth on the Schedule A, as amended, attached hereto and made a part hereof.

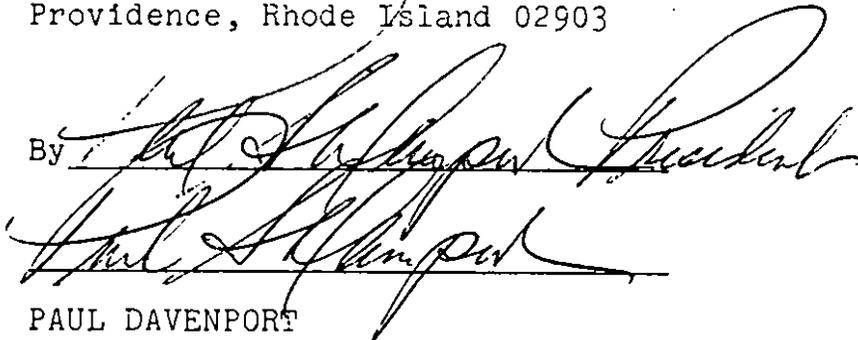
4. Wherever the designation "Schedule A" appears in said Second Amendment to Certificate of Limited Partnership, such designation shall mean Schedule A, as amended by this Third Amendment to Certificate of Limited Partnership.

IN WITNESS WHEREOF, we have affixed our signatures this
2nd day of January, 1973.

GENERAL PARTNERS

DAVENPORT ASSOCIATES, INC.
15 Westminster Street
Providence, Rhode Island 02903

By

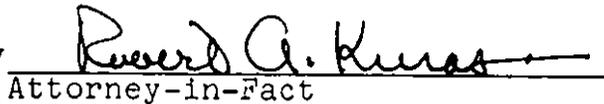


PAUL DAVENPORT
31 Trowbridge Drive
North Kingston, Rhode Island 02805

LIMITED PARTNERS

John D. Arnold
Carolan & Co., Inc.
Paul D. Dichter
Frank F. Flegal
Parkus Place Venture
Henry J. Turcotte
Joseph Auerbach
David Paresky
Joseph M. Paresky

By

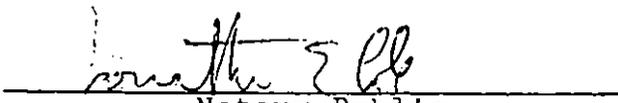

Attorney-in-Fact

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

IN THE CITY OF PROVIDENCE

In said County, this 2nd day of January, 1973, then personally appeared before me Davenport Associates, Inc., By Paul S. Davenport, and Paul S. Davenport, individually, who being duly sworn, each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed, and that the statements therein are true.

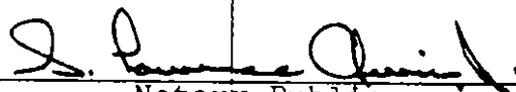

Notary Public
My Commission Expires: June 30, 1976

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

Boston, Massachusetts
January 2, 1973

Then personally appeared before me Robert A. Kuras individually and as Attorney-in-Fact of Joseph M. Paresky, John D. Arnold, Carolan & Co., Inc., Paul D. Dichter, Frank F. Flegal, Henry J. Turcotte, Parkus Place Venture, Joseph Auerbach, David Paresky who being duly sworn, acknowledged that he has subscribed the aforementioned names as principals and his own name individually as Attorney-in-Fact for each of them to the foregoing instrument and that the statements therein set forth are true.



Notary Public

My Commission Expires: *MAY 17, 1979*

SCHEME A

Names and Addresses of:

Partnership Interest

Capital Contributions

	<u>Before Conversion</u>	<u>After Conversion</u>	<u>Cash</u>	<u>Percentage</u>
	<u>Date</u>	<u>Date</u>		
<u>General Partners</u>				
Davenport Associates, Inc. 15 Westminster Street Providence, Rhode Island 02903	1.9%	47.5%	\$ 95.00	None
Paul S. Davenport 31 Trowbridge Drive North Kingston, Rhode Island 02865	0.1%	2.5%	5.00	None
<u>Original Limited Partner</u>				
Donatelli Building Co., Inc. 1900 Mineral Springs Avenue North Providence, Rhode Island 02904	0%	0%	0	None
TOTALS	2.0%	50.0%	\$100.00	None
<u>Limited Partners</u>				
(Total Limited Partnership Interests)	98.0%	50.0%	300,000*	None

Listed on page A-2

* Subject to increase to \$330,000 or to decrease as set forth in Section 2.2(b) of the Agreement.

SCHEDULE A (CONTINUED)

Names and Addresses of: <u>Limited Partners</u>	Partnership Interest		Initial Installment	Capital Contribution	
	Before Conversion Date	After Conversion Date		Balance Due	Total
John D. Arnold 15 Reservoir Road Wayland, Mass. 01778	04.9%	02.5%	\$5,000	\$10,000*	\$15,000*
Carolam & Co., Inc. Room 515 Rhode Island Hospital Trust Building Providence, Rhode Island	09.8%	5.0%	10,000	20,000*	30,000*
Paul D. Dichter 11 Clements Road Newton, Mass. 02158	09.8%	5.0%	10,000	20,000*	30,000*
Frank F. Flegal 3341 Sheffield Court Falls Church, Va. 22042	09.8%	5.0%	10,000	20,000*	30,000*
Parkus Place Venture 675 Elm Street Manchester, N.H.	19.6%	10.0%	20,000	40,000*	60,000*
Henry J. Turcotte 105 North River Road Manchester, N.H. 03104	9.8%	5.0%	10,000	20,000*	30,000*
Joseph Auerbach 23 Lime Street Boston, Mass. 02108	9.8%	5.0%	10,000	20,000*	30,000*
David Paresky 231 Winter Street Weston, Mass.	9.8%	5.0%	10,000	20,000*	30,000*

Subject to increase or to decrease as set forth in Section 2.2(b) of the Agreement and Paragraph VII of this Certificate.

SCHEDULE A (CONTINUED)

Names and Addresses of: <u>Limited Partners</u>	<u>Partnership Interest</u>		<u>Capital Contribution</u>		
	<u>Before Conversion Date</u>	<u>After Conversion Date</u>	<u>Initial Installment</u>	<u>Balance Due</u>	<u>Total</u>
Joseph M. Paresky 50 Follen Street Apt. 207 Cambridge, Mass. 02138	09.8%	5.0%	10,000	20,000*	30,000*

* Subject to increase or to decrease as set forth in Section 2.2(b) of the Agreement and Paragraph VII of this Certificate.

SPECIAL POWER OF ATTORNEY

PARKIS PLACE PARTNERSHIP

THE UNDERSIGNED (hereinafter called the Principal) has agreed to become a Limited Partner in Parkis Place Partnership, a Rhode Island limited partnership, pursuant to the terms of a First Amendment to Limited Partnership Agreement (hereinafter called the Partnership Agreement). Section 3.5 of the Partnership Agreement provides that each Limited Partner shall appoint each of the General Partners as the attorneys-in-fact of such Limited Partner for the purposes set forth therein. In addition, in order to facilitate the admission of the Principal as a Limited Partner in the Partnership together with certain other Limited Partners at a single closing, it is desirable that the Principal appoint David C. Evans, Jr. and Robert A. Kuras as his attorney-in-fact to execute the Amendment to Limited Partnership Agreement, the amended Certificate of Partnership related thereto, or such other documents as such attorney-in-fact deems necessary to effect such admission. Inasmuch as it may be necessary or desirable that such power of attorney be in recordable form, the Principal has executed and delivered this instrument.

NOW, THEREFORE, in consideration of the foregoing matters and intending to be legally bound hereby, the Principal hereby irrevocably constitutes and appoints each of the General Partners, and any officer of Davenport Associates, Inc., a General Partner, Robert A. Kuras and David C. Evans, Jr. and each of them (hereinafter called the Attorneys), the true and lawful attorneys of the Principal, in his name, place and stead, to make, execute, consent to, swear to, acknowledge, record and/or file any and all of the following:

(1) In the case of Robert A. Kuras, or David C. Evans, Jr., only, the Amended Limited Partnership Agreement, Amended Certificate of Limited Partnership, and any other instruments including, but not limited to, an Assumption Agreement, as said Attorney deems necessary for the purpose of admitting the Principal as a Limited Partner in the Partnership, with such modifications therein or amendments thereto as said Attorney executing the same shall deem necessary, except that no such modification or amendment shall increase the liability of the Principal beyond the liability expressly set forth in the copy of the Partnership Agreement which has heretofore been delivered to the Principal;

(2) Any certificate or other instrument which may be required to be filed by the Partnership or the Partners under the laws of the State of Rhode Island or under the applicable laws of any other jurisdiction or by the Federal Housing Administration, the Department of Housing and Urban Development, the Government National Mortgage Association, or Federal National Mortgage Association, to the extent the Attorneys, or any of them deem such filing to be necessary or desirable, provided, however, that no such certificate or instrument shall increase the liability of the Principal beyond the liability expressly set forth in the copy of the Partnership Agreement referred to in Subparagraph (1) above;

(3) Any and all amendments or modification of the instruments described in Subparagraph (2) hereof for the purpose of effecting the substitution of new Limited Partners or General Partners in accordance with the terms of the Partnership Agreement; provided, however, that no such amendment or modification shall increase the liability of the Principal beyond the liability expressly set forth in the copy of the Partnership Agreement referred to in Subparagraph (1) above;

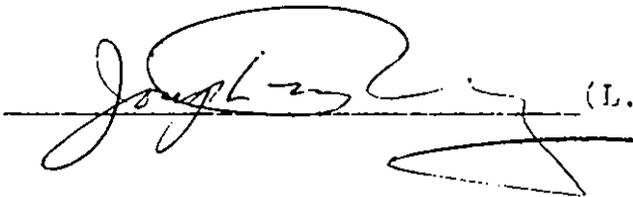
(4) All certificates and other instruments which may be required to effectuate the dissolution and termination of the Partnership pursuant to the provisions of the Partnership Agreement; provided, however, that no such certificate or other instrument shall increase the liability of the Principal beyond the liability expressly set forth in the copy of the Partnership Agreement referred to in Subparagraph (1) above; and

(5) All such other instruments as the Attorneys, or any of them may deem necessary or desirable to fully carry out the provisions of the Partnership Agreement in accordance with the terms; provided, however, that no such instrument shall increase the liability of the Principal beyond the liability expressly set forth in the copy of the Partnership Agreement referred to in Subparagraph (1) above.

It is expressly understood and intended by the Principal that the grant of the foregoing power of attorney be coupled with an interest and such grant shall be irrevocable. Said power of attorney shall survive the death or the assignment of the Principal's limited partnership interest or any part thereof.

The terms used herein, if not herein defined, shall have the meanings attributed to such terms in the Partnership Agreement. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person.

IN WITNESS WHEREOF, the Principal has caused this instrument to be duly executed as of the 30th day of December 1972.

 (L.S.)

Name and residence address of Principal:

**JOSEPH M. PARESKEY
150 FOLKEN STREET
CAMBRIDGE, MASS.**

In the Presence of:

COMMONWEALTH OF MASSACHUSETTS
~~State of Rhode Island~~, County of Middlesex
In CAMBRIDGE in said County on the 30th day of DECEMBER 1972, before me personally appeared Joseph M. Paresky each and all to me known, and known by me to be the party(ies) executing the foregoing instrument, and HE acknowledged said instrument by HIM executed to be his free act and deed.


Notary Public

Leo C. Hajjar, Notary Public
My Commission Expires Sept. 29, 1978

My commission expires:

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