

~~RECEIVED~~

SECOND AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP  
FOURTH AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PARKIS PLACE PARTNERSHIP

WE, THE UNDERSIGNED, desiring to amend the Third Amendment to Certificate of Limited Partnership of the Parkis Place Partnership, a Rhode Island limited partnership, which is filed with the State Secretary of Rhode Island on January 2, 1973, do hereby sign under oath and file this Fourth Amendment to Certificate of Limited Partnership, which further amends the Second Amendment to Certificate of Limited Partnership as follows:

I. Paragraph IV of said Third 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, and as hereby further amended to add the following Limited Partner:

-----  
Mr. Richard O. Aldrich  
26 Lathrop Road  
Wellesley, Massachusetts 02181"

2. Paragraph VI of said Third 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 as further amended to add the following payment schedule regarding the partnership interest of Richard O. Aldrich, Limited Partner:

Richard O. Aldrich  
26 Lathrop Road  
Wellesley, Massachusetts 02181

<u>Partnership Interest</u>		<u>Capital Contribution</u>		
<u>Before Conversion</u> <u>Date</u>	<u>After Conversion</u> <u>Date</u>	<u>Initial</u> <u>Installment</u>	<u>Balance</u> <u>Due</u>	<u>Total</u>
04.9%	02.5%	\$5,000	\$10,000*	\$15,000**

3. Wherever the designation "Schedule A" appears in said Third Amendment to Certificate of Limited Partners or the Partnership Agreement referred to below, such designation shall mean Schedule A, as amended by this Fourth Amendment to Certificate of Limited Partnership.

WE, THE UNDERSIGNED, desiring to admit Richard O. Aldrich as an Other Limited Partner, do hereby amend Third Amendment to the Partnership Agreement dated January 2, 1973 (the "Partnership Agreement") to admit Richard O. Aldrich, and do hereby further amend Schedule A of the Partnership Agreement to read the same as Schedule A of the Certificate of Limited Partnership as amended by this Fourth Amendment to Certificate of Limited Partnership.

Richard O. Aldrich hereby agrees to all of the terms of the Partnership Agreement as amended hereby, and agrees to be bound by the terms and provisions thereof, as fully as if he had signed the original Partnership Agreement. All partners hereby further agree that his signature affixed hereby to by his attorney-in-fact shall constitute him a party to such Amendment to the Partnership Agreement as fully as if he had signed the Partnership Agreement himself.

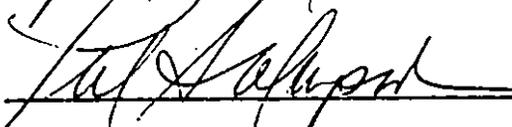
IN WITNESS WHEREOF, we have affixed our signatures

this 10<sup>th</sup> day of ~~September~~<sup>October</sup>, 1973.

GENERAL PARTNERS

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

By   
Paul S. Davenport, President

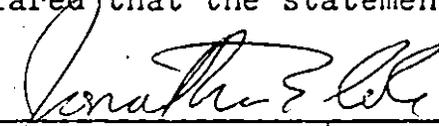
  
PAUL S. DAVENPORT  
31 Trowbridge Drive  
North Kinston, Rhode Island 02805

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

IN THE CITY OF PROVIDENCE

In said County, this 10<sup>th</sup> day of ~~September~~<sup>October</sup>, 1973, then personally appeared before me Paul S. Davenport, individually, and as President of Davenport Associates, Inc., who being duly sworn, known to me and known by me to the the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed, and declared that the statements therein are true.

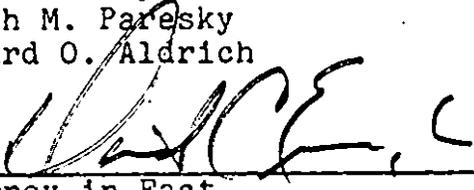
  
Notary Public

My commission expires

My Commission Expires  
June 30, 1976

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  
Richard O. Aldrich

  
\_\_\_\_\_  
Attorney-in-Fact

COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK, S.S.

BOSTON  
*October 5*, 1973

Then personally appeared David C. Evans, Jr. who being duly sworn, acknowledged the foregoing instrument to be his free act and deed, and that the statements contained therein are true and correct, before me.

*Channa C. Alperin*  
Notary Public

My commission expires *at* May 9, 1980

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 29th day of August 1973 ~~1978~~

Richard O. Aldrich (L.S.)

Name and residence address of Principal:

In the Presence of:

Richard O. Aldrich  
26 Lathrop Road  
Wellesley, Massachusetts 02181

Claire M. Burns

Commonwealth of Massachusetts

~~State of Rhode Island~~ County of Suffolk

In Boston in said County on the 29th day of August 1973, before me personally appeared Richard O. Aldrich each and all to me known, and known by me to be the party ~~executing~~ executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.

Robert M. Slee  
Notary Public

My commission expires: Nov 23, 1980.

SECOND AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

of

PARKIS PLACE PARTNERSHIP

WE, THE UNDERSIGNED, desiring to amend the First 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 20, 1972, do hereby sign under oath and file this Second Amendment to Certificate of Limited Partnership, which further amends the First Amendment to Certificate of Limited Partnership as follows:

1. Paragraph IV of said First 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 First 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 First 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 First Amendment to Certificate of Limited Partnership, such designation shall mean Schedule A, as amended by this Second Amendment to Certificate of Limited Partnership.

IN WITNESS WHEREOF, we have affixed our signatures this  
29<sup>th</sup> day of December, 1972.

GENERAL PARTNERS

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

By *[Signature]*  
President  
*[Signature]*

PAUL DAVENPORT  
31 Trowbridge Drive  
North Kingstown, 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

ORIGINAL LIMITED PARTNER

DONATELLI BUILDING CO., INC.  
1900 Mineral Springs Avenue  
North Providence, Rhode Island 02904

By *[Signature]* *Joseph A. Donatelli, Treasurer* By *[Signature]*  
Attorney-in-fact

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

IN THE CITY OF PROVIDENCE

In said County, this 29<sup>th</sup> day of December, 1972, then personally appeared before me ~~Davenport Associates, Inc., by Paul S. Davenport, and~~ Donatelli Building Co., Inc. by Joseph A. Donatelli, Treasurer, 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 and the First Amendment to Certificate of Limited Partnership by them subscribed to be their free act and deed, and that the statements therein are true.

*[Signature]*  
Notary Public  
My Commission Expires:

My Commission Expires  
June 30, 1976

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

Boston, Massachusetts  
December ~~28~~, 1972

Then personally appeared before me Davenport Associates, Inc. by Paul S. Davenport and Paul S. Davenport individually, who being duly sworn, acknowledged that they had executed the foregoing instruments and the First Amendment to Certificate of Limited Partnership and that the statements set forth therein are true.

  
\_\_\_\_\_  
Notary Public  
My Commission expires: **MAY 17, 1979**

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

Boston, Massachusetts  
December ~~28~~, 1972

Then personally appeared before me David C. Evans, Jr. individually and as Attorney-in-Fact of 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 afore-mentioned names as principals and his own name individually as Attorney-in-Fact for each of them to the foregoing instrument and the First Amendment to Certificate of Limited Partnership and that the statements therein set forth are true.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: **MAY 17, 1979**

SCHEDULE A

<u>Names and Addresses of:</u>	<u>Partnership Interest</u>		<u>Capital Contributions</u>	
	<u>Before Conversion Date</u>	<u>After Conversion Date</u>	<u>Cash</u>	<u>Property</u>
General Partners				
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 Installation	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*
Carolyn & 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 Shearfield Court Falls Church, Va. 22042	09.8%	5.0%	10,000	20,000*	30,000*
Parkus Place Venture 875 Elm Street Manchester, N.H.	19.6%	10.0%	20,000	40,000*	60,000*
Harry J. Turcotte 1805 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.

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.

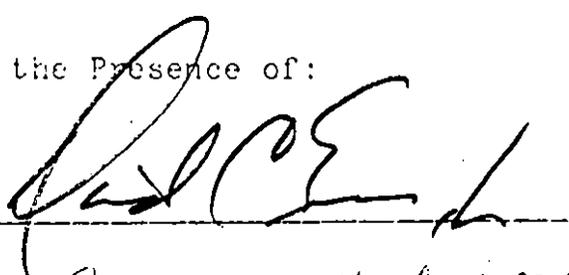
It is expressly understood and intended by the Principal that the grant of the foregoing power of attorney be coupled with an interest and such grant shall be irrevocable. Said power of attorney shall survive the death or the assignment of the Principal's limited partnership interest or any part thereof.

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 28th day of December 1972.

  
(L.S.)  
by Joseph Paresky PA.  
Name and residence address of  
Principal:

In the Presence of:



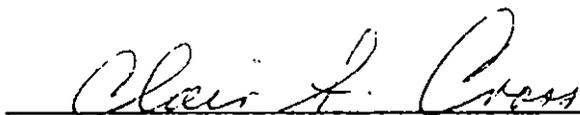
DAVID PARESKEY  
231 WINTER STREET  
WESTON, MASS.

Commonwealth of MASSACHUSETTS

~~State of Rhode Island~~, County of MIDDLESEX

In CAMBRIDGE in said County on the 28th day of DECEMBER 1972, before me personally appeared JOSEPH PARESKEY each and all to me known, and known by me to be the party(~~ies~~) executing the foregoing instrument, and that he acknowledged said instrument by HIS executed to be

his free act and deed.

  
Notary Public

My commission expires: MARCH 13, 1975



Telegram

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DAVID EVANS, PHONE AND WILL CALL

67 TEMPLETON PKWY

WATERTOWN MASS-

BE IT KNOWN THAT I DAVID PARESKY OF WESTON MASSACHUSETTE HEREBY APPOINT JOSEPH PARESKY OF CAMBRIDGE MASSACHUSETTE AND DAVID C EVANS JUNIOR OF WATERTOWN MASSACHUSETTE SINGLY MY ATTORNEY IN FACT FOR ME AND IN MY NAME TO DO ALL ACTS WHICH IN THEIR JUDGEMENT ARE NECESSARY IN CONNECTION WITH MY ADMISSION AS A LIMITED PARTNER OF PARKIS PLACE PARTNERSHIP A RHODE ISLAND LIMITED PARTNERSHIP FOR A PERIOD OF TEN DAYS FROM THE DATE HEREOF INCLUDING WITHOUT LIMITATION THE EXECUTION MAKING OATH TO AND DELIVERY OF A SUBSCRIPTION AGREEMENT FOR ONE UNIT IN SAID PARTNERSHIP

SF-1201 (R5-69)



Telegram

A SPECIAL POWER OF ATTORNEY AND AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP. I SHALL PERSONALLY EXECUTE ALL DOCUMENTS NECESSARY IN CONNECTION WITH MY ADMISSION TO THE AFOREMENTIONED PARTNERSHIP WITHIN TEN DAYS

DAVID PARESKY

SF-1201 (R5-69)

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 and Amended Certificate of Limited Partnership for the purpose of admitting the Principal and Other Investors as Limited Partners in the Partnership, with such insubstantial 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 26<sup>th</sup> day of December 1972.

Joseph Auerbach (L.S.)  
23 Lime St.  
Boston, Mass. 02108  
Name and residence address of  
Principal:

In the Presence of:

Michael M Davis

Commonwealth of Massachusetts

~~State of Rhode-Island~~, County of Suffolk

In Boston in said County on the 26<sup>th</sup> day of December 1972, before me personally appeared Joseph Auerbach 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.

Ruth S. Mannis  
Notary Public

My commission expires: March 18, 1978

NO. 29-72 <sup>SEC. OF</sup> STATE 1126 CD\*\*\*50.0

*Fmm*  
DEC 29 1972