

FIRST AMENDMENT TO  
CERTIFICATE AND AGREEMENT  
OF  
LIMITED PARTNERSHIP  
OF  
PIDGE ASSOCIATES, L.P.

This Amendment Agreement presently entered into by ANTONIO SALVATORE, SR. as the General Partner and ANTONIO SALVATORE, SR. and ANTHONY V. SALVATORE as Limited Partners ("Limited Partners").

WHEREAS, the General Partners and the Limited Partners entered into a Certificate and Agreement of Limited Partnership of Pidge Associates, L.P. dated May 25, 1993 (the "Agreement");

WHEREAS, the Agreement was filed in the office of the Rhode Island Secretary of State on May 27, 1993; and

WHEREAS, the Partners now desire to make certain technical corrections to the Agreement.

NOW THEREFORE, the Partners agree as follows:

1. SECTION 4.1 of Article IV is deleted in its entirety and the following substituted therefor:

"SECTION 4.1. The General Partner has or shall contribute to the Partnership for his respective partnership interest the amount shown on Exhibit A attached hereto and made a part hereof."

2. SECTION 11.1 of Article XI is deleted in its entirety and the following substituted therefor:

"SECTION 11.1 The Partnership shall distribute to the Partners from time to time all cash (regardless of the source thereof) of the Partnership which is not required for (i) the operation, (ii) the reasonable working capital requirements of the Partnership, (iii) its debt repayment (including its RIHMFC loan), (iv) its Development Fee obligation, and (v) repayment of any Partner's loans (such cash is sometimes referred to herein

as "cash flow"). For purposes of this Agreement all cash flow allocated to the Limited Partners shall be allocated among them in the ratio of their percentage interests on such date, without regard to the number of days during such month in which such a person was Limited Partner."

3. In all other respects, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 8th day of June, 1993.

GENERAL PARTNER

By AS Sr  
Antonio Salvatore, Sr.

LIMITED PARTNERS

Anthony V. Salvatore  
Anthony V. Salvatore  
AS Sr  
Antonio Salvatore, Sr.

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On this 8th day of June, 1993, in Providence, in said County, before me personally appeared Antonio Salvatore, Sr., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed.

James A. O'Leary  
Notary Public  
My Commission Expires: 6-16-93

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

On this 9<sup>th</sup> day of June, 1993, in Providence, in said County, before me personally appeared Anthony V. Salvatore, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed.

Jan A. D'Leary  
Notary Public  
My Commission Expires: 6-16-93

EXHIBIT A

<u>Partner/Address</u>	<u>Percentage Interest</u>	<u>Capital Contribution</u>
	<u>General</u>	
Antonio Salvatore, Sr. P.O. Box 3354 Narragansett, RI 02882	2%	\$ 25,000.00
	<u>Limited</u>	
Antonio Salvatore, Sr.	88%	\$203,936.00
Anthony V. Salvatore	10%	\$ 1,000.00

JUN 10 5 53 AM '93

*9/9/93*  
*6/2/93*

RECEIVED  
SECRETARY OF STATE

JUN 10 5 53 AM '93

Rec'd & Filed JUN 10 1993

DEPARTMENT OF STATE  
OFFICE OF STATE  
SECRETARY OF STATE  
PROVIDENCE, R. I.