



Filing Fee: \$50.00

State of Rhode Island and Providence Plantations

OFFICE OF THE SECRETARY OF STATE
100 NORTH MAIN STREET
PROVIDENCE, RHODE ISLAND
02903-1335

CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

Be it Known to All by these Presents, That we, the undersigned, of
MEADOWBROOK APARTMENTS LIMITED PARTNERSHIP

desiring to amend the Certificate of said partnership, under and by virtue of the power conferred by
Chapter 7-13-9 of the General Laws of Rhode Island hereby execute the following Certificate of
Amendment to its Certificate of Limited Partnership.

FIRST. The name of the Limited Partnership is
MEADOWBROOK APARTMENTS LIMITED PARTNERSHIP

SECOND. The date of the filing of the Certificate of Limited Partnership is
AUGUST 28, 1996.

THIRD. The Certificate of Limited Partnership (as amended on
NOVEMBER 25, 1996, DECEMBER 2, 1996),

(List all dates of amendment or omit if not applicable)

is amended as follows:

(Insert amendment)

SEE ATTACHED

FILED

DEC 19 1996

By [Signature] #129
177150

(Over)

**FIRST AMENDMENT TO THE AMENDED AND RESTATED  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
MEADOWBROOK APARTMENTS LIMITED PARTNERSHIP,  
A RHODE ISLAND LIMITED PARTNERSHIP**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF MEADOWBROOK APARTMENTS LIMITED PARTNERSHIP, a Rhode Island limited partnership (this "Amendment") is entered into on December 2, 1996 by and between PROPERTY ADVISORY GROUP, INC., a Rhode Island corporation, (the "General Partner"), and SUNAMERICA HOUSING FUND 401, A NEVADA LIMITED PARTNERSHIP (the "Limited Partner"), with reference to the following facts:

A. On November 25, 1996, the General Partner and the Limited Partner entered into the Amended and Restated Agreement of Limited Partnership (the "Agreement") of Meadowbrook Apartments Limited Partnership, a Rhode Island limited partnership (the "Partnership").

B. The General Partner and the Limited Partner wish to amend the Agreement as provided herein.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Paragraph 6(b)(1) of the Agreement shall be amended by deleting the first sentence of Paragraph 6(b)(1) and replacing it with the following:

"The Limited Partner shall make an initial Capital Contribution (the "Initial Capital Contribution") equal to the sum of (A) the amount necessary to pay the total fees and costs charged by Jeffer, Mangels, Butler & Marmaro LLP for legal services rendered to the Limited Partner in connection with this Agreement and related documents (the "Legal Fee Amount") and (B) an amount equal to \$33,316."

2. Paragraph 10(k)(2) shall be deleted in its entirety and replaced by the following:

"(2) Insurance. The General Partner shall keep in force the policies of insurance set forth in Exhibit D attached hereto for the periods set forth in Exhibit D. The Limited Partner, SunAmerica Inc. and SunAmerica Affordable Housing Partners, Inc. shall be added as additional insureds as indicated in Exhibit D. All such policies shall be underwritten by

companies licensed to write such insurance in the state in which the Project is located, and shall be rated in the latest A.M. Best's Insurance Rating Guide with a rating of at least A, and be in a financial category of at least X. The General Partner shall furnish to the Limited Partner a complete copy of each such policy of insurance. If the policy is not available prior to the date on which it must be obtained, then certificates of insurance detailing the policy terms and conditions as noted above shall be provided, but the policies must then be provided within sixty days. All such policies shall include endorsements requiring at least 30 days prior written notice to the Limited Partner of any cancellation, termination or reduction of coverage therein. Notice of the renewal of any policy shall be made at least 10 days prior to the scheduled date of such renewal, and shall be in the form of endorsement to the policy. Notice to the Limited Partner of any replacement of any policy shall be made at least 10 days prior to such replacement, and shall be in the form of a copy of the replacement policy, or by certificate, as noted above. The General Partner hereby releases and relieves the Limited Partner, SunAmerica Inc. and SunAmerica Affordable Housing Partners, Inc. for any and all liability, and waives its entire right of recovery against them, with respect to any loss or damage of property or for property damage, bodily injury or personal injury to third-parties arising out of or incident to any loss or peril insured against under any of the policies set forth in Exhibit D, and any other perils for which the General Partner has arranged insurance; and"

3. Exhibit "D" attached hereto shall be added to the Agreement as Exhibit "D" thereto.

4. Ratification of Agreement. Except as modified by this Amendment, the provisions of the Agreement shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first hereinabove mentioned.

GENERAL PARTNER:

PROPERTY ADVISORY GROUP, INC.,  
a Rhode Island corporation

By:   
Name: ROBERT GAUDREAU  
Title: Vice President of Property  
Advisory Group

LIMITED PARTNER:

SUNAMERICA HOUSING FUND 401, A  
NEVADA LIMITED PARTNERSHIP

By: SunAmerica Inc.,  
a Maryland corporation,  
general partner

By:   
Michael L. Fowler,  
Vice President

**EXHIBIT "D"**

**Insurance**

1. Immediately upon purchase of the Property, and throughout the term of this Agreement, the General Partner shall obtain, and maintain in full force and effect, the following policies of insurance:
  - (a) Commercial General Liability insurance, insuring for legal liability of the Partnership, and caused by bodily injury, property damage, personal injury or advertising injury, arising out of the ownership or management of the Property and including the costs to defend such actions brought against the Partnership. The policy shall include endorsements adding the Limited Partner, SunAmerica Inc. and SunAmerica Affordable Housing Partners, Inc. as additional insureds, and shall be primary coverage for the additional insureds, without contribution from other valid insurance policies which may be carried directly by the additional insureds. Limits of the policy shall be at least \$1 million per occurrence and \$2 million in the aggregate.
  - (b) Automobile Liability insurance, insuring for legal liability of the Partnership, and caused by bodily injury, property damage, or personal injury arising out of the ownership or use of motor vehicles, including vehicles not owned by the Partnership, and including the costs to defend such actions brought against the Partnership. The policy shall include endorsements adding SunAmerica Inc. and SunAmerica Affordable Housing Partners, Inc. as additional insureds, and shall be primary coverage for the additional insureds, without contribution from other valid insurance policies which may be carried directly by the additional insureds. Limits of the

policy shall be at least \$1 million combined single limits per accident.

- (c) Worker's Compensation insurance, insuring for occupational disease or injury and employer's liability, and covering the Partnership's full liability for statutory compensation to any person or persons who perform work for the Partnership or perform duties on the site of the Project, and liability to the dependents of such persons. The policy will be a form which complies with the worker's compensation acts and safety laws of the state in which the Project is located. Worker's Compensation limits shall be statutory, Employer's Liability limits shall be at least \$1 million per occurrence.
- (d) Umbrella/Excess Liability insurance, with the Commercial General Liability, Automobile Liability and Employers Liability policies scheduled as underlying policies. Limits of the policy shall be at least \$4 million per occurrence and in the annual aggregate.
- (e) Other forms or types of insurance which the Limited Partner may now or hereafter require.

2. During the construction period (which ends on the date a final certificate of occupancy for each building comprising the Project is issued) General Partner shall obtain (or cause to be obtained by the general contractor):

- (a) Builder's Risk insurance, insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood, unless specifically required by the Limited Partner) to the real property comprising or intended to comprise the Project construction, and personal property of the Partnership used to maintain or service the Project construction, whether located at the site or elsewhere, including while in transit. Coverage and

limits shall be extended to include the loss of anticipated rents sustained due to an insured loss, for a period of at least twelve months from the date of such loss. The policy shall provide for claims to be paid based upon replacement cost of the lost or damaged property without deduction for depreciation, and for any additional architectural or engineering fees incurred as a result of an insured loss; loss payment shall be to the Partnership. Limits of the policy will be at least the estimated replacement value of the completed Project. The policy shall have a deductible of no greater than \$10,000 per occurrence. The policy shall carry no coinsurance provisions. The policy shall include an endorsement naming the Limited Partner as loss payee, as its interests may appeal, and as an additional insured, and shall allow the Limited Partner to be associated in the adjustment of any claim.

- (b) Evidence from the general contractor of worker's compensation insurance, insuring for occupational disease or injury and employer's liability, and covering the general contractor's full liability for statutory compensation to any person or persons who perform work in, on, or about the Project construction, including the employees of subcontractors of any tier, and liability to the dependents of such persons. The policy will be in a form which complies with the worker's compensation acts and safety laws of the state in which the Project is located. Worker's compensation limits shall be statutory; employer's liability limits shall be at least \$1 million per occurrence.

- 3. Prior to any occupancy of the Project, the General Partner shall obtain, and shall maintain in full force and effect throughout the term of this Agreement, the following policies of insurance:

- (a) Property Damage insurance, insuring for all risks of physical loss of or damage (excluding the perils of earthquake and flood, unless specifically required by the Limited Partner) to the real property comprising the Project, personal property of the Property used to maintain or service the Project, and new construction, additions, alterations and repairs to structures. The policy shall provide for claims to be paid based upon replacement cost of the loss or damaged property without deduction for depreciation, loss payment shall be to the Partnership. Limits of policy will be at least the replacement value of the Project (excluding the value of the land, site utilities, foundations and architectural and engineering expenses). The policy shall have a deductible of no greater than \$10,000 per occurrence. The policy shall carry no coinsurance provisions. Coverage and limits shall be extended to include the actual loss of rents sustained due to an insured loss, for a period of at least twelve months from the date of such loss. Coverage shall be further extended to include debris removal, outdoor trees, shrubs, plants and lawns, and ordinance or law coverage for the increased costs of construction caused by the enforcement of building, zoning or land use law. The policy shall include an endorsement naming the Limited Partner as loss payee, as its interests may appear, and as an additional insured, and shall allow the Limited Partner to be associated in the adjustment of any claim.
- (b) Evidence of worker's compensation insurance from any contractor performing work for the Partnership, insuring for occupational disease or injury and employer's liability, and covering the contractor's full liability for statutory compensation to any person or persons who perform

work in, on, or about the Project, including the employees of subcontractors of any tier, and liability to the dependents of such persons. The policy will be a form which complies with the worker's compensation acts and safety laws of the state in which the Project is located. Worker's compensation limits shall be statutory; employer's liability limits shall be at least \$1 million per occurrence.