

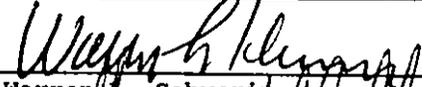
4. This Certificate of Amendment is signed by at least one general partner and, if applicable, by each other general partner designated herein as a new general partner.

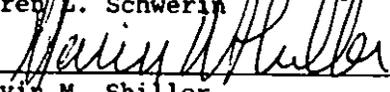
Under penalty of perjury, I/we declare and affirm that I/we have examined this Certificate of Amendment to the Certificate of Limited Partnership, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: August 30, 2005

Spring Plaza Associates
Print Name of Limited Partnership

By SP Associates, LLC, General Partner

By 
Warren L. Schwerin

By 
Marvin M. Shiller

By _____

By _____

EXHIBIT A
FIFTH AMENDMENT TO AGREEMENT
OF
LIMITED PARTNERSHIP OF SPRING PLAZA ASSOCIATES

This Fifth Amendment to Agreement of Limited Partnership of Spring Plaza Associates (the "Amendment") by and among SP Associates, LLC, a Rhode Island limited liability company (the "General Partner"), Warren L. Schwerin ("Schwerin"); Marvin M. Shiller ("Shiller"); Omega Properties, a New York General Partnership ("Omega"); and Barbara L. Widdoes ("Widdoes", and collectively with Schwerin, Shiller and Omega the "Limited Partners"); is made and entered into this ~~30th~~ day of August, 2005. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Partnership Agreement (as such term is defined herein).

WITNESSETH

WHEREAS, Spring Plaza Associates, a Rhode Island limited partnership (the "Partnership") was formed pursuant to that certain Limited Partnership Agreement of Spring Plaza Associates, dated as of January 1, 1975, as amended by certain amendments to the Agreement of Limited Partnership of Spring Plaza Associates (collectively, the "Partnership Agreement");

WHEREAS, the General Partner and the Limited Partners wish to amend the Partnership Agreement to provide for the perpetual duration of the Partnership, subject to the terms of the Partnership Agreement and this Amendment;

WHEREAS, Section 13.12 of the Partnership Agreement requires the written consent of all of the Limited Partners to any amendment which would extend the term of the Partnership;

WHEREAS, the Limited Partners initial capital contributions to the Partnership constitute one-hundred percent (100%) of the aggregate initial capital contributions to the Partnership of all of the Limited Partners, excluding the initial capital contributions attributable to assignees of Limited Partner Interest not accepted as Substitute Limited Partners, have consented to this amendment in accordance.

NOW, THEREFORE, in consideration of the foregoing recitals and the premises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The initial statement of the first sentence of Section 2.4 of the Partnership Agreement shall be removed and replaced in its entirety by the following:

"The Partnership shall continue in full force and effect in perpetuity, except that the Partnership shall be dissolved upon the happening of any of the following events:"

2. The parties hereby agree and acknowledge that the attached Schedule A is the accurate and true Schedule A of the Partnership Agreement and, to the extent necessary, hereby adopt the same as Schedule A to the Partnership Agreement.

3. Except as expressly modified hereby, all terms and conditions set forth in the Partnership Agreement shall remain in full force and effect; provided, however, that notwithstanding the foregoing, to the extent any of the provisions set forth herein are inconsistent or conflict with any of the provisions set forth in the Partnership Agreement, the provisions set forth herein shall control.

4. Each party to this Amendment covenants, on behalf of such party and such party's successors, heirs, executors, and assigns, to execute, with acknowledgement, verification or affidavit, if required, any and all other acts, that may be necessary or expedient in connection with the consummation of any transaction or matter contemplated by this Amendment.

5. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is a conflict between any provisions contained herein and any present or future statute, law, ordinance or regulation (collectively, the "Law"), the latter shall prevail, provided, however, that the provision of this Amendment which is affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the Law, and the remainder of this Amendment shall not be affected thereby.

6. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original Amendment, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

General Partner

SP Associates, LLC

By: 
Warren L. Schwerin, Member

By: _____
Marvin M. Shiller, Member

2. The parties hereby agree and acknowledge that the attached Schedule A is the accurate and true Schedule A of the Partnership Agreement and, to the extent necessary, hereby adopt the same as Schedule A to the Partnership Agreement.

3. Except as expressly modified hereby, all terms and conditions set forth in the Partnership Agreement shall remain in full force and effect; provided, however, that notwithstanding the foregoing, to the extent any of the provisions set forth herein are inconsistent or conflict with any of the provisions set forth in the Partnership Agreement, the provisions set forth herein shall control.

4. Each party to this Amendment covenants, on behalf of such party and such party's successors, heirs, executors, and assigns, to execute, with acknowledgement, verification or affidavit, if required, any and all other acts, that may be necessary or expedient in connection with the consummation of any transaction or matter contemplated by this Amendment.

5. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is a conflict between any provisions contained herein and any present or future statute, law, ordinance or regulation (collectively, the "Law"), the latter shall prevail, provided, however, that the provision of this Amendment which is affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the Law, and the remainder of this Amendment shall not be affected thereby.

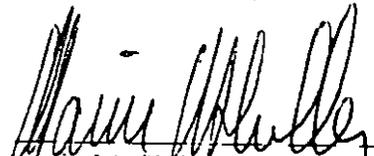
6. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original Amendment, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first written above.

General Partner

SP Associates, I.L.C.

By: _____
Warren L. Schwerin, Member

By:  _____
Marvin M. Shiller, Member

Limited Partners

Omega Properties

By: Warren L. Schwerin
Warren L. Schwerin, Partner

By: _____
Marvin M. Shiller, Partner

Warren L. Schwerin
Warren L. Schwerin, Limited Partner

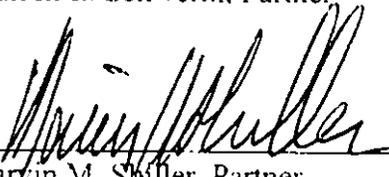
Marvin M. Shiller, Limited Partner

Barbara L. Widdoes, Limited Partner

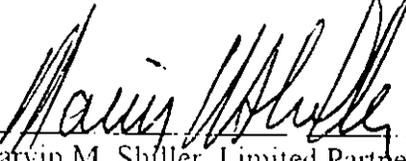
Limited Partners

Omega Properties

By: _____
Warren L. Schwerin, Partner

By:  _____
Marvin M. Shiller, Partner

Warren L. Schwerin, Limited Partner

 _____
Marvin M. Shiller, Limited Partner

Barbara L. Widdoes, Limited Partner

S14872_1.6274.5

Limited Partners

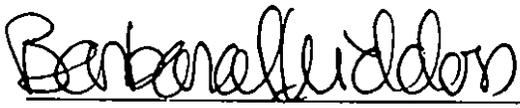
Omega Properties

By: _____
Warren L. Schwerin, Partner

By: _____
Marvin M. Shiller, Partner

Warren L. Schwerin, Limited Partner

Marvin M. Shiller, Limited Partner



Barbara L. Widdoes, Limited Partner

AMENDED SCHEDULE A
TO
AGREEMENT OF LIMITED PARTNERSHIP OF SPRING PLAZA ASSOCIATES, AS
AMENDED BY FOURTH AMENDMENT

As of August 30, 2005

Name and Residence	Initial Capital Contributions Attributable	Percent Limited Partner Interest	Percent of Profits and Losses*
<u>General Partner</u>			
SP Associates, LLC c/o Related Properties Corporation Two Manhattanville Road Purchase, NY 10577-2118	\$71,000	0%	40%
<u>Limited Partners</u>			
Warren L. Schwerin Two Manhattanville Road Purchase, NY 10577-2118	\$30,000	10%	6%
Marvin M. Shiller 767 Fifth Avenue, 43 rd Floor New York, NY 10153	\$30,000	10%	6%
Omega Properties c/o Warren L. Schwerin Two Manhattanville Road Purchase, NY 10577-2118	\$120,000	40%	24%
Barbara L. Widdoes 41 Lake Drive Verona, PA 15147-3855	\$60,000	20%	12%
<u>Assignee of Limited Partner Interest Not Accepted as Substitute Limited Partner</u>			
Nancy E. Park c/o William C. Fanning, Jr., Esq. PO Box 398 La Plata, MD 20646-0398	\$20,000	6.67%	4%
Geraldine F. Jones PO Box 26232 Fresno, CA 93729-6232	\$20,000	6.67%	4%
William T. Dodd 6008 27 th Avenue Vinton, Iowa 52349	\$20,000	6.67%	4%

*Subject to the terms and conditions of the Agreement of Limited Partnership of Spring Plaza Associates, as amended.