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DEERFIELD COMMON ASSOCIATES, L.P.

SECOND AMENDMENT TO

AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

This Second Amendment to the Agreement and Certificate of Limited Partnership is made and entered into as of the 1st day of September, 1992, by and among the undersigned parties.

WHEREAS as of November 15, 1989, Antonio F. Pacheco, Jr., an individual resident of the State of Rhode Island, as Managing General Partner, and Donna E. Pacheco as Limited Partner, executed a limited partnership agreement (the "Agreement") and a certificate of limited partnership (the "Certificate"), pursuant to the Rhode Island Uniform Limited Partnership Act (the "Act"), for the formation of Deerfield Common Associates, L.P. (the "Partnership"), which Certificate was subsequently filed in the Office of the Secretary of State of Rhode Island ("Secretary") on November 29, 1989;

WHEREAS, a First Amended and Restated Agreement and Certificate of Limited Partnership was filed with the Secretary on May 11, 1992, said Amendment admitting Donna E. Pacheco as a General Partner and admitting new limited partners and restating the provisions of the Agreement; and

WHEREAS, the Partners of the Partnership now desire to amend the Agreement in response to directions from the Farmer's Home Administration of the United States Department of Agriculture ("FmHA").

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree to continue the Partnership pursuant to the Act, as set forth in the Agreement, as hereby amended.

1. The definition "Working Capital Loan" on page 14 of the Agreement is deleted and the following substituted therefor:

"Working Capital" means the funds required by FmHA of the General Partners for initial working capital for the Apartment Development in an amount equal to two percent (2%) of the total cost of the Apartment Development determined by FmHA, which shall be repaid solely out of any funds which the FmHA designates or as set forth in Section 10.07; any reference in this Agreement to Working Capital Loan shall mean Working Capital."

2. Section 3.03 of the Agreement is deleted in its entirety and the following substituted therefor:

"3.03. FmHA Requirements. Until such time as the Mortgage Loan is no longer being provided by the FmHA, the following provisions of this Agreement shall take precedent over any other provisions of this Agreement:

- a. Notwithstanding any other provisions in this Agreement to the contrary, any of the following actions may be taken only with the prior written consent of FmHA:
 - i. Withdrawal of a General Partner;
 - ii. Addition of a General Partner;
 - iii. Substitution or deletion of a General Partner;
 - iv. Voluntary dissolution or termination of the partnership;
 - v. Amendment of this Agreement or of the Partnership's Certificate of Limited Partner;
 - vi. Sale of all or substantially all of the assets of the partnership; and
 - vii. Any partnership borrowings from General Partners or third parties.
- b. In the event of a conflict between the FmHA Loan Agreement and this Partnership Agreement, the FmHA Loan Agreement shall take precedence.

- c. In the event any Partner makes a loan to the Partnership, and the loan bears interest, any interest paid on the loan from Partnership funds to the Partner shall be considered as a payment of the allowed percentage return and shall be charged against the allowed percentage return due to the Partner receiving the interest.
- d. The Partnership shall execute any documents required by FmHA under Section 515 of the Housing Act of 1949.
- e. Any incoming General Partners shall, as a condition of receiving a Partnership Interest, agree to be bound by the Mortgage Loan to the same extent and on the same terms as any other General Partners. Upon any dissolution, no title or right to possession and control of the Apartment Development, and no right to collect the rents therefrom, shall pass to any Person who is not similarly bound in a manner consistent with Section 515 of the Housing Act of 1949, as amended, and the rules and regulations thereunder.
- f. Any amendment or revision of this Agreement, or transfer of a Partnership Interest, shall be subject to the written approval of the FmHA if such approval is required, and any such amendment effected without the prior written approval of the FmHA shall be subject to later amendment to comply with the requirements of the FmHA.
- g. In compliance with FmHA Instruction 1944-E. sec. 1944.211(a)(11)(ii), and notwithstanding any other language herein pertaining to Partners percentage of ownership, the General Partners have and will maintain a five percent (5%) interest in residuals or refinancing proceeds. Pursuant to FmHA instructions, and by way of explanation of Section 10.07(c) of this Agreement, it is agreed as follows: After payment of the debts and liabilities of the Partnership, or arranging for such payment through reserves, the remaining proceeds from the

sale or refinancing of the project ("Remaining Proceeds") shall be distributed first to the General Partners in an aggregate amount not less than 5 percent (5%) of the Remaining Proceeds according to the terms of this Agreement, and the balance of Remaining Proceeds in accordance with Section 10.07 hereof."

3. Section 4.01(cc) is deleted in its entirety and the following substituted therefor

"(cc) the sale or refinancing of the Apartment Development shall be subject to the restrictions referred to in this Article IV, to the restrictions of the Housing Act of 1949, to the restrictions of applicable rules and regulations of FmHA and to the restrictions of Section 42(h) of the Code;"

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement as of the date first written above.

WITNESS:

James H. O'Leary
James H. O'Leary

GENERAL PARTNERS:

Antonio F. Pacheco
Antonio F. Pacheco
Managing General Partner

Donna E. Pacheco
Donna E. Pacheco
General Partner

LIMITED PARTNER:

NATIONAL CREDIT PARTNERS XVII
LIMITED PARTNERSHIP

ATTEST:

Christina Bernabeo

By: First Sterling Capital
Resources, Inc.

By: Martin Soja
Martin Soja, President

WITNESS:

INVESTOR SERVICES AGENT:

NCP PARTNER SERVICES, INC.

By:

Martin Soja, President

COUNTY OF PROVIDENCE

:SS

STATE OF RHODE ISLAND

Before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Antonio F. Pacheco, Jr., in his capacity as a General Partner of the Partnership and being duly sworn, acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 8th day of September, 1992.

James A. O'Hare
Notary Public

My Commission Expires: June 16, 1993

COUNTY OF PROVIDENCE

:SS

STATE OF RHODE ISLAND

Before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Donna E. Pacheco, in her capacity as a General Partner of the Partnership and being

duly sworn, acknowledged the execution of the foregoing Agreement.

Witness my hand and notarial seal this 8th day of September, 1992.

James A. O'Leary
Notary Public

My Commission Expires: June 16, 1993

COUNTY OF NASSAU
:SS
STATE OF NEW YORK

Before me, the undersigned Notary Public in and for the aforesaid County and State, personally appeared Martin Soja in his capacity as President of First Sterling Capital Resources, Inc., a General Partner of National Credit Partners XVII Limited Partnership, a Limited Partner of the Partnership, and as President of NCP Partner Services, Inc., Investor Services Agent for the Investment Partnership, being duly sworn, acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this 8th day of September, 1992.

Lorraine Anzalone
Notary Public

My Commission Expires: 12-16-93

LORRRAINE ANZALONE
NOTARY PUBLIC, STATE OF NEW YORK
No. 41-4988869
Qualified in Queens County
Expires December 16, 1993

RECEIVED
SECRETARY OF STATE
WASHINGTON, D.C. 20520

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Rec'd & Filed SEP 11 1992

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