

1d# 49255

FILED

MAY 12 2006

SECOND AMENDMENT
to the

By OK

AMENDED AND RESTATED AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP OF 300 BROADWAY ASSOCIATES

RECEIVED
CORPORATION DIV
SECRETARY OF STATE
2006 MAY 11 AM 10:57
AT ID: 57

The undersigned, previously having formed a Rhode Island Limited Partnership under the name 300 Broadway Associates (the "Partnership"), hereby state, pursuant to R.I. Gen. Laws § 15-13-9 (1992) that:

A. The name of the Partnership is 300 Broadway Associates.

B. The Amended and Restated Agreement and Certificate of Limited Partnership, dated as of October 29, 1981, was filed with the office of the Secretary of State of Rhode Island on October 30, 1981, and was amended by a First Amendment to Amended and Restated Agreement and Certificate of Limited Partnership, dated as of January 7, 1982, which Amendment was filed with the Secretary of State of Rhode Island on June 29, 1982 (hereinafter, the "Partnership Agreement").

C. Pursuant to an Assignment and Assumption Agreement dated as of December 31, 1994, Deacon Development Company ("Assignor") has assigned to Thomas P. Dimeo ("TPD") 75% of Assignor's right, title and interest in its Partnership Interest, and to Lorraine S. Dimeo ("LSD") 25% of Assignor's right, title and interest in its Partnership Interest, and TPD and LSD have assumed all of the obligations of Assignor under the Agreement with respect to their portions of the Partnership Interest as assigned. For purposes of this Agreement, "Partnership Interest" means a .1% general partnership interest in the Partnership.

The purposes of this Amendment to the Partnership Agreement are (i) to provide for the withdrawal of Assignor as a General Partner with respect to the Partnership Interest, (ii) to increase the general partnership interest in the Partnership currently held by TPD by .075% and (iii) to provide for the admission of LSD as an additional General Partner of the Partnership with a .025% general partnership interest. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Partnership Agreement, as amended.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Partnership Agreement is hereby amended as follows:
(a) on page 1 of the Partnership Agreement, the words "Deacon Development Corp." shall be replaced with the words "Lorraine S. Dimeo", and thereafter, references in the Partnership Agreement to the "Operating General Partner" shall refer to Thomas P. Dimeo and Lorraine S. Dimeo, and references to "General Partner" shall refer to Thomas P. Dimeo, Lorraine S. Dimeo and Jenks Property Corp., which changes shall evidence the admission of LSD to the

Partnership as an additional General Partner having all of the rights and obligations of a General Partner of the Partnership; and (b) on page 34, the residence address provided in Section 13.2 for Thomas P. Dimeo shall also be the residence address for Lorraine S. Dimeo.

2. The general partnership interest of TSD in the Partnership as a result of this Amendment and the assignment by Assignor to TSD of 75% of the Partnership Interest is hereby increased to .875%, and such increase shall be reflected on the books and records of the Partnership.

3 The general partnership interest of LSD in the Partnership as a result of this Amendment and the assignment by Assignor to LSD of 25% of the Partnership Interest is hereby established at .025%, and such percentage interest shall be reflected on the books and records of the Partnership.

4. The Partnership Agreement, as amended hereby, is ratified, approved and confirmed in all respects.

WITNESS the execution hereof as of this 31st day of December, 1994.

GENERAL PARTNER: Thomas P. Dimeo

GENERAL PARTNER: Jenks Property Corp., a Rhode Island corporation

By: _____
Title: President

ASSIGNOR: Deacon Development Company, a Rhode Island corporation

By: _____
Title: President

ASSIGNEE: Thomas P. Dimeo

ASSIGNEE: Lorraine S. Dimeo

Lorraine S. Dimeo

LIMITED PARTNER: Real Estate
Associates Limited III

By its General Partner, National
Partnership Investments Corp., a
California corporation

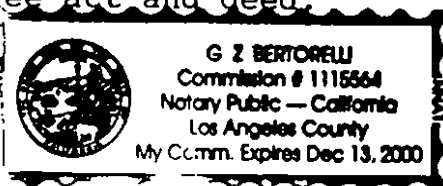
By: _____
Title: _____

Charles H. Borenbaum
CEO

ACKNOWLEDGEMENTS

STATE OF California
COUNTY OF Los Angeles

In Beverly Hills, CA on this 3rd day of September, 1997, before
me personally appeared Charles H. Borenbaum to me known and known by me
to be the person executing the foregoing instrument, and he/~~she~~
acknowledged said instrument by him/her executed to be his/her
free act and deed.



G. Z. Bertorelli
Notary Public

My Commission Expires: 12-13-00

STATE OF RI
COUNTY OF Providence

In Providence on this 19 day of Sept., 1997, before
me personally appeared THOMAS P. DIMEO, to me known and known by me
to be the person executing the foregoing instrument, and he/she
acknowledged said instrument by him/her executed to be his/her
free act and deed.

Janet P. Lerner
Notary Public

My Commission Expires: 7/31/01

STATE OF RI
COUNTY OF Providence

In Providence, in the State of RI, on the 19 day of Sept., 1997, before me personally appeared Loekaine Dimco, the President of Loekaine Dimco, a RI corporation, to me known and known by me to be the party executing the foregoing instrument, and acknowledged said instrument, by her executed to be her free act and deed and deed of said corporation.

James E. Conner
Notary Public
My commission expires: 7/31/01

STATE OF RI
COUNTY OF Providence

In Prov, in the State of RI, on the 19 day of Sept, 1997, before me personally appeared Thomas P. Dimco, the President of Seas Property Corp., a RI corporation, to me known and known by me to be the party executing the foregoing instrument, and acknowledged said instrument, by him executed to be his free act and deed and deed of said corporation.

James E. Conner
Notary Public
My commission expires: 7/31/01

STATE OF RI
COUNTY OF Providence

In Providence, in the State of RI, on the 19 day of Sept., 1997, before me personally appeared Thomas P. Dimco, the President of Deerus Development Co., a RI corporation, to me known and known by me to be the party executing the foregoing instrument, and acknowledged said instrument, by him executed to be his free act and deed and deed of said corporation.

James E. Conner
Notary Public
My commission expires: 7/31/01