

SECOND AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
RIVERBEND ASSOCIATES

Pursuant to Sections 25 and 26 of Chapter 13 of Title 7 the General Laws of Rhode Island, the undersigned hereby make this Second Amendment to the Certificate of Limited Partnership of Riverbend Associates, said Certificate having been filed with the Secretary of State for the State of Rhode Island and Providence Plantations on November 1, 1970, and an amendment thereto having been so filed on June 16, 1971.

Paragraphs IV, VI, VII, and XI of said Certificate shall be deleted in their entirety and the following Paragraphs IV, VI, VII, and XI shall be substituted therefor.

IV. The names and residences of General and Limited Partners are as follows:

<u>General Partner:</u>	<u>Residence Address</u>	<u>Cash Contributed or Agreed to be Contributed</u>
Forcier Industries, Inc.	505 Tiogue Avenue Coventry, Rhode Island	\$ 950.00
General Partner Class Contribution		<u>\$ 950.00</u>
<u>Limited Partners:</u>		
George C. Alderman	608 W. Northern Parkway Baltimore, Md.	\$39,200.00
Herbert E. Beckenheimer	Belvedere Towers 1190 West Belvedere Ave. Baltimore, Md.	39,200.00
Norman Epstein	7926 Winterset Ave. Baltimore, Md.	39,200.00
John F. Frawley	336 Hollow Tree Ridge Rd. Darien, Conn.	39,200.00
Harry Jacobs	8 Stonehenge Circle, Apt. 6 Baltimore, Md.	39,200.00

<u>Limited Partners:</u>	<u>Residence Address</u>	<u>Cash Contributed or Agreed to be Contributed</u>
Nancy S. Kupchan	204 Devon Road Ednam Forest Charlottesville, Va.	\$19,600.00
David S. Paresky	231 Winter Street Weston, Mass.	39,200.00
Alvin D. Rudo	6008 Ivydene Terrace Baltimore, Md.	39,200.00
Arnold Schaftel	3602 Barberry Court Baltimore, Md.	39,200.00
Arthur S. Schuster	8205 Maxine Circle Baltimore, Md.	39,200.00
Paul D. Slater	33 Oakvale Road Waban, Mass.	19,600.00
Limited Partners Class Contribution		<u>\$392,000.00</u>

VI. The total capital contributions made or agreed to be made by the Limited Partners are as set forth in Paragraph IV above. Each Limited Partner who has agreed to make a total capital contribution of \$39,200 has agreed to pay such amount in cash in three installments. The first installment in the amount of \$13,900 has been paid upon his admission to the Partnership. The second installment in the amount of \$12,650 shall be due and payable on the later of June 30, 1972 or notice from the General Partner that final endorsement of the Partnership's permanent mortgage note for insurance has been made by the Federal Housing Administration ("FHA"). The third and final installment in the amount of \$12,650 shall be due and payable on the later of June 30, 1973 or notice from the General Partner after said final endorsement that 90% of the apartments of the Partnership's real estate are occupied by tenants who have executed leases at established rental levels in accordance with FHA regulations and which leases have a minimum term of one year. Each Limited Partner who has agreed to make a total

of \$6,950

capital contribution of \$19,600 has made payment, and agreed to make additional cash contributions in one-half of the foregoing amounts.

However, the obligation of the Limited Partners to make such installments of capital contributions is subject to the condition that each of certain representations and warranties of the General Partner which are set forth in Section 6.6 of the Amended Limited Partnership Agreement shall be true and correct as of the date when the installment shall be made, except to the extent that any such representation or warranty expressly relates to an earlier date. If any such representation and warranty shall not be true and correct as of such date, the Limited Partner shall not be required to make the installment unless the breach shall be cured within one year and ten days' notice of the cure shall be given to the Limited Partners.


VII. The additional capital contributions and the times and events giving rise to them are set forth in Paragraph VI above.

XI. The General Partner is authorized to admit additional Limited Partners only if the terms of admission of such additional Limited Partners shall have received the prior written consent or approval of of Limited Partners whose aggregate capital contributions represent at least 67% of the total capital contributions of all the Limited Partners.

Executed as a sealed instrument as of the 30th day of June, 1971.

FORCIER INDUSTRIES, INC.
General Partner

By: 
Robert R. Forcier, President


Robert R. Forcier, former Limited Partner

George C. Alderman, Herbert E. Beckenheimer, Norman Epstein,
John F. Frawley, Harry Jacobs, Nancy S. Kupchan, David S. Paresky,
Alvin D. Rudo, Arnold Schaftel, Arthur S. Schuster, Paul D. Slater,

LIMITED PARTNERS

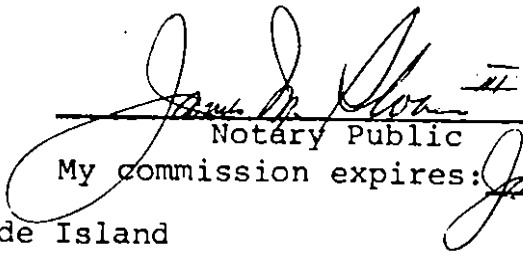
By: 
Robert R. Forcier, President

State of Rhode Island

Kent, ss.

June 30, 1971

Then personally appeared before me Robert R. Forcier who
being duly sworn declared the execution of the foregoing Second Amend-
ment to Certificate of Limited Partnership to be his free act and deed
and that the statements therein set forth are true.


Notary Public

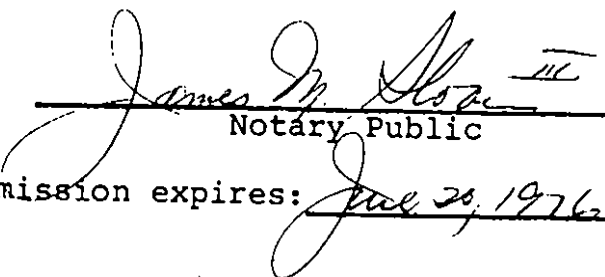
My commission expires: June 30, 1976

State of Rhode Island

Kent, ss.

June 30, 1971

Then personally appeared before me Robert R. Forcier, as
President of Forcier Industries, Inc., both in its capacity as General
Partner and as Attorney in fact of each of George C. Alderman, Herbert
E. Beckenheimer, Norman Epstein, John F. Frawley, Harry Jacobs, Nancy
S. Kupchan, David S. Paresky, Alvin D. Rudo, Arnold Schaftel, Arthur
S. Schuster, Paul D. Slater, who being duly sworn declared that he
executed the foregoing Second Amendment to Certificate of Limited Part-
nership as their free act and deed of Forcier Industries, Inc., and that
the statements therein set forth are true.


Notary Public

My commission expires: June 30, 1976

with
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