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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 HEFCO, a Rhode Island 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 HEFCO, a Rhode Island Limited Partnership

SECOND. The date of the filing of the Certificate of Limited Partnership is February 22, 19 88.

THIRD. The Certificate of Limited Partnership (as amended on),
(List all dates of amendment or omit if not applicable)

is amended as follows: See appended amendment.

(Insert amendment)

FILED

APR 01 1998

By hjd 201903

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SECRETARY OF STATE
APR 1 1998

In Testimony Whereof, We have hereunto set our hands and stated our residences this

31st

day of March

A.D. 1998

Signature (s) of at least one general partner and by each other general partner(s) designated as a new general partner (s)


STEVEN HOROWITZ GENERAL PARTNER

State of RHODE ISLAND

} Sc

County of KENT

At WARWICK in said county on the 31st day of MARCH 19 98, before me personally appeared STEVEN HOROWITZ, who being by me first duly sworn, declared that he/she is the GENERAL PARTNER of HEC, L.P., a Rhode Island Limited Partnership, that he/she signed the foregoing document as such GENERAL PARTNER of the corporation, and that the statements therein are true.

Maura A Fuller
Notary Public
MAURA A. FULLER

AMENDMENT OF AGREEMENT OF
HEFCO, A RHODE ISLAND LIMITED PARTNERSHIP

John Fusco, Sidney Horowitz, and Steven Horowitz, hereto, formed a partnership under the terms of an Agreement of February, 1988 a copy of which is attached as "A" hereto and is admitted by the parties as true and as accurate as the original agreement and agree that said copy is incorporated herein by reference and is merged with this amendment; the partners now desire to readjust the terms of the partnership taking into consideration that John Fusco desires to absolutely withdraw and resign from the Partnership and to be held harmless from partnership liability; the Partnership desires to continue the partnership business and assume that portion of partnership debts for which the said John Fusco is now liable;

In consideration of the mutual covenants contained herein, the parties agree as follows:

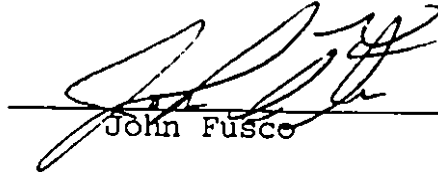
Upon resignation of John Fusco as General and Managing Partner, and the sale and assignment (attached as "B") by John Fusco of all right, title and interest in and to the partnership and its assets which said sale and assignment act as a cessation of all of John Fusco's partnership interest, the Partnership shall assume and be liable for all debts and liabilities of the Partnership whatsoever and the remaining Partners agree to hold harmless and indemnify said John Fusco from all debts and liabilities of the Partnership whatsoever. John Fusco

acknowledges that his resignation shall also act as a waiver and release of all right title and interest in and to all real estate held in the name of the Limited Partnership located in the City of Warwick, Rhode Island and legally described in the Warranty Deeds dated March 3, 1988 attached as "C" hereto and admitted by the partners as true and accurate as the original warranty deeds and are incorporated herein by reference and merged with this Amendment. The Limited Partnership agreement of February 1988, shall continue in full force after the date of the execution of this Agreement, and shall govern the relations of the remaining partners between themselves; the interests of the remaining partners and their respective positions shall be provided as follows:

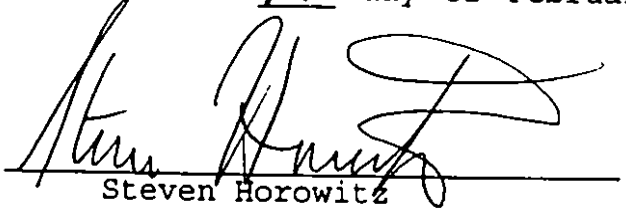
<u>General Partner</u>	<u>Percentage</u>
Steven Horowitz	50%
<u>Limited Partner</u>	<u>Percentage</u>
Sidney Horowitz	50%

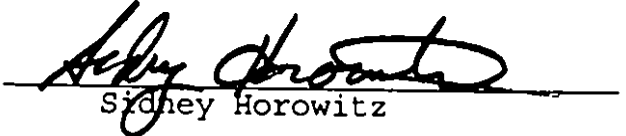
Steven Horowitz and Sidney Horowitz shall pay to the withdrawing Partner, John Fusco the sum of One Thousand (\$1,000.00) Dollars for the assignment of all of the right, title and interest of John Fusco in the Limited Partnership and said One Thousand (\$1,000.00) Dollars shall be due and payable upon execution of all documents necessary to effectuate the same and said One Thousand (\$1,000.00) Dollars shall be paid to Scott Baer, Esq. as Attorney for John Fusco.

John Fusco, has executed this Agreement at Lexington,
Kentucky on the 5th day of March, 1998.


John Fusco

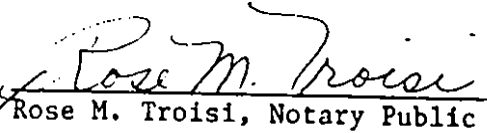
Steven Horowitz and Sidney Horowitz have executed this
Agreement at Warwick, Rhode Island on the 12th day of February,
1998.


Steven Horowitz


Sidney Horowitz

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF UNION

JOHN FUSCO APPEARED BEFORE ME THIS 5TH DAY OF MARCH, 1998. SWORN TO AND
SUBSCRIBED BEFORE ME THIS 5TH DAY OF MARCH, 1998.


Rose M. Troisi, Notary Public

Notarial Seal
Rose M. Troisi, Notary Public
Lewisburg Boro, Union County
My Commission Expires Feb. 5, 2001