

FIRST AMENDMENT
TO
LIMITED PARTNERSHIP AGREEMENT
OF
HERITAGE VILLAGE ASSOCIATES

50080

AMENDMENT made this 28th day of February, 1979 by
among PAUL F. LISCHIO and PHILIP W. NOEL as General and
Limited Partners and BARRY COHEN as Limited Partner.

W I T N E S S E T H T H A T:

WHEREAS, said Paul F. Lischio and Philip W. Noel
have formed a limited partnership (the "Partnership")
pursuant to an agreement dated May 4, 1979 (the "Partnership
Agreement");

WHEREAS, the parties hereto wish to admit Barry
Cohen as a Limited Partner in the Partnership; and

WHEREAS, the parties hereto wish to amend the
Partnership Agreement in certain respects;

NOW, THEREFORE, in consideration of the premises and
the agreements contained herein and for other valuable
consideration, the receipt whereof is hereby acknowledged,
the parties hereto agree as follows:

1. Article IV of the Partnership Agreement is hereby amended to read as follows:

"IV. The names and addresses or places of residence of each of the partners and the percentage of interest is as follows:

<u>General Partners</u>	<u>Address</u>	<u>Percentage of Interest</u>
Paul F. Lischio	51 West Blue Ridge Rd. Cranston, Rhode Island	1%
Philip W. Noel	21 Kirby Avenue Warwick, Rhode Island	1%

<u>Limited Partners</u>	<u>Address</u>	<u>Percentage of Interest</u>
Paul F. Lischio	51 West Blue Ridge Rd. Cranston, Rhode Island	19%
Philip W. Noel	21 Kirby Avenue Warwick, Rhode Island	19%
Barry Cohen	112 Tupelo Hill Drive Cranston, Rhode Island	60% "

2. Article VI of the Partnership is hereby amended to read as follows:

"VI. The Limited Partners shall contribute to the Partnership as follows:

Paul F. Lischio	\$100.00
Philip W. Noel	100.00
Barry Cohen	1000.00"

3. Article IX of the Partnership Agreement is hereby amended to read as follows:

"IX. The Limited Partners shall receive the percentage of interest set forth in Article IV with respect to the annual net income of the Partnership and 50% of any net excess insurance proceeds and any net proceeds of mortgage financing, partial condemnation,

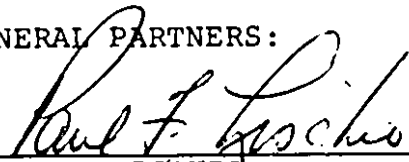
sale of easements, rights of way or similar interests in the property of the Partnership, and other similar items which in accordance with generally accepted accounting practices are attributable to capital, after the deduction of such amounts as shall be determined by the General Partners to be reasonably required for reserves and for future operating needs of the Partnership, such amounts to Limited Partners shall be pro-rata with such percentage of interest set forth in Article IV."

IN WITNESS WHEREOF, we have hereunto set our hands and state our addresses and residences as of the day and year first above written.

Name

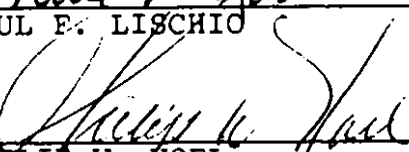
Address

GENERAL PARTNERS:



PAUL F. LISCHIO


51 West Blue Ridge Road
Cranston, Rhode Island 02920



PHILIP W. NOEL


21 Kirby Avenue
Warwick, Rhode Island 02889

LIMITED PARTNERS:




PAUL F. LISCHIO

51 West Blue Ridge Road
Cranston, Rhode Island 02920



PHILIP W. NOEL

21 Kirby Avenue
Warwick, Rhode Island 02920



BARRY COHEN

112 Tupelo Hill Drive
Cranston, Rhode Island

STATE OF RHODE ISLAND
COUNTY OF *Providence*

In *Providence*, on the *28th* day of *February*, 1979,
before me personally appeared PAUL F. LISCHIO, to me known and
known by me to be the party executing the foregoing instrument,
and he acknowledged said instrument, by him executed, to be
his free act and deed.

John B. Benty
Notary Public

My Commission Expires June 30, 1981

STATE OF RHODE ISLAND
COUNTY OF *Providence*

In *Providence*, on the *28th* day of *February*, 1979,
before me personally appeared PHILIP W. NOEL, to me known and
known by me to be the party executing the foregoing instrument,
and he acknowledged said instrument, by him executed, to be
his free act and deed.

Debra T. Crenia
Notary Public
Notary Public

STATE OF RHODE ISLAND
COUNTY OF *Kent*

In *Warrenton*, on the *25th* day of *February*, 1979,
before me personally appeared BARRY COHEN, to me known and
known by me to be the party executing the foregoing instrument,
and he acknowledged said instrument, by him executed, to be
his free act and deed.

Richard S. Scramis
Notary Public

FIRST AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HERITAGE VILLAGE ASSOCIATES

The undersigned, desiring to amend the Certificate of Limited Partnership (the "Partnership") filed May 4, 1978 hereby do solemnly swear, pursuant to the provisions of Chapter 7-13 of the General Laws of Rhode Island, 1956, as amended that:

1. Paragraph FOURTH of said Certificate of Limited Partnership is hereby amended in its entirety to read as follow:

"FOURTH. The name, address and place of residence of each of the partners and the percentage of interest is as follows:

<u>General Partners</u>	<u>Address</u>	<u>Percentage of Interest</u>
Paul F. Lischio	51 West Blue Ridge Rd. Cranston, R.I. 02920	1%
Philip W. Noel	21 Kirby Avenue Warwick, R.I. 02889	1%
<u>Limited Partners</u>	<u>Address</u>	<u>Percentage of Interest</u>
Paul F. Lischio	51 West Blue Ridge Rd. Cranston, R.I. 02920	19%
Philip W. Noel	21 Kirby Avenue Warwick, R.I. 02889	19%
Barry Cohen	112 Tupelo Hill Dr. Cranston, R.I. 02920	60%

"

2. Paragraph SIXTH of said Certificate of Limited Partnership is hereby amended in its entirety to read as follows:

"SIXTH. The Limited Partners shall contribute to the Partnership as follows:

Paul F. Lischio	\$100.00
Philip W. Noel	100.00
Barry Cohen	1000.00"

3. Paragraph NINTH of said Certificate of Limited Partnership is hereby amended to read as follows:

"NINTH. The Limited Partners shall receive the percentage of interest set forth in paragraph FOURTH with respect to the annual net income of the Partnership and 50% of any net excess insurance proceeds and any net proceeds of mortgage refinancing, partial condemnation, sale of easements, rights of way or similar interests in the property of the Partnership, and other similar items which in accordance with generally accepted accounting practice are attributable to capital, after the deduction of such amounts as shall be determined by the General Partners to be reasonably required for reserves and for future operating needs of the Partnership, such amounts to Limited Partners shall be pro-rata with such percentage of interest set forth in paragraph FOURTH."

IN TESTIMONY WHEREOF, we have hereunto set our hands and state our addresses and residences this 28th day of February, 1979.

Name

Address

GENERAL PARTNERS:

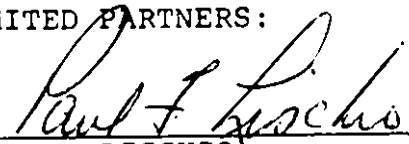

PAUL F. LISCHIO

51 West Blue Ridge Road
Cranston, Rhode Island 02920

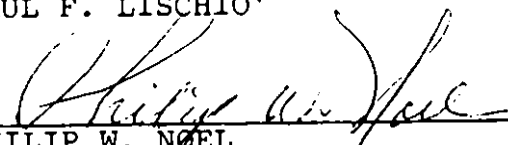

PHILIP W. NOEL

21 Kirby Avenue
Warwick, Rhode Island 02889


LIMITED PARTNERS:


PAUL F. LISCHIO

51 West Blue Ridge Road
Cranston, Rhode Island 02920


PHILIP W. NOEL

21 Kirby Avenue
Warwick, Rhode Island 02889


BARRY COHEN

112 Tupelo Hill Drive
Cranston, Rhode Island 02920

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence, on the 28th day of February, 1979,
before me personally appeared PAUL F. LISCHIO, to me known
and known by me to be the party executing the foregoing
instrument, and he acknowledged said instrument, by him
executed, to be his free act and deed.

John B. Benty
Notary Public

My Commission Expires June 30, 1981

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence, on the 28th day of February, 1979,
before me personally appeared PHILIP W. NOEL, to me known
and known by me to be the party executing the foregoing
instrument, and he acknowledged said instrument, by him
executed, to be his free act and deed.

Theresa J. Cresca
Notary Public
Notary Public

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence, on the 28th day of February, 1979,
before me personally appeared BARRY COHEN, to me known and
known by me to be the party executing the foregoing
instrument, and he acknowledged said instrument, by him
executed, to be his free act and deed.

Richard E. Senn
Notary Public

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FEB 28 1979

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