

THE HOMESTEAD MILL LIMITED PARTNERSHIP

50084

FIRST AMENDMENT TO CERTIFICATE AND AGREEMENT OF
LIMITED PARTNERSHIP

This First Amendment to the Certificate and Agreement of Limited Partnership is made and entered into the 20th day of January, 1989 by and among Dalton and Whittier, Inc., a Rhode Island corporation with a place of business at 3 Dundee Park, Andover, Massachusetts 10810 ("D&W") and CDM Development Corporation, a Massachusetts corporation with a place of business at One Cambridge Center, Cambridge, Massachusetts 02142 ("CDM") as General Partners and as Class A Limited Partners.

WHEREAS, D&W and CDM, as General Partners and Class A Limited Partners, formed The Homestead Mill Limited Partnership by virtue of a Certificate and Agreement of Limited Partnership dated as of June 26, 1987 (the "Partnership"); and

WHEREAS, D&W and CDM wish to amend the Certificate and Agreement of Limited Partnership.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

Section 12 of the Partnership Agreement is hereby deleted and a new Section 12 is inserted in its place.

"12. Management of Business: CDM is hereby designated as the Managing General Partner. The overall management and control of the business and affairs of the Partnership shall be vested in the Managing General Partner. In extension, and not in limitation of the power given to it by law or by this agreement, the Managing General Partner shall have full power:

MR

(A) to sell, exchange, trade, convey, mortgage, refinance, lease for any term, pledge, partition, appraise, apportion, divide in kind, borrow on, hypothecate or give options for any and all property of the Partnership, whether realty or personality upon such terms and conditions as it may deem best, and in so doing to execute all necessary deeds or other instruments;

(B) on behalf of the Partnership, to make and enter into all kinds of contracts, agreements, and obligations by or with any persons, partnerships or corporations for the purchasing, acquiring, holding and selling, or otherwise disposing of Partnership property, and generally with full power to perform any and all acts connected therewith, or arising therefrom, or incidental thereto;

(C) to borrow money for any purpose in connection with the operation of the business of the Partnership and to encumber, pledge or hypothecate all or any part of the property of the Partnership as security therefor and to obtain tax-exempt bond financing and to enter into a trust indenture and all other documents related thereto;

(D) to pay all reasonable costs, charges and expenses incurred in the operation of the business of the Partnership;

(E) to employ, pay and deal with such independent contractors or subcontractors, agents, accountants, attorneys, counsel, and other parties as may be necessary or desirable for the operation of the business of the Partnership.

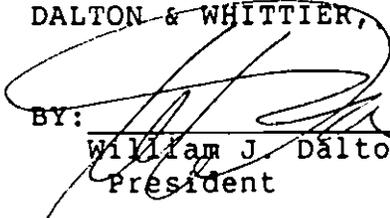
(F) to do any and all other acts and things necessary, proper, convenient or advisable to further the purposes of the Partnership.

The Managing General Partner shall consult with the other General Partners on a regular basis in person and by telephone and shall make all Partnership records, books, correspondence, documents, plans, specifications and other written materials affecting the Partnership or its business available to the other General Partners. In addition, the Managing General Partner shall make its personnel available to meet with the other General Partners on a regular basis in order to fully apprise the other General Partners with respect to the status of the Project and the Partnership's business and affairs.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and seals as of the day and year first written above.

GENERAL PARTNERS AND
CLASS A LIMITED PARTNERS:

DALTON & WHITTIER, INC.

BY: 

William J. Dalton,
President

CDM DEVELOPMENT CORPORATION

BY: 

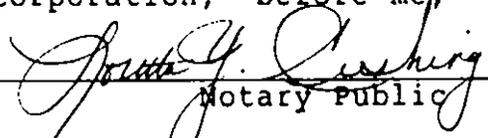
Paul R. Brown, President

COMMONWEALTH OF MASSACHUSETTS

Essex, SS.

MARCH 2, 1989

Then personally appeared the above-named William J. Dalton known to be me the President of Dalton & Whittier, Inc. and being duly authorized to do so, acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me,


Notary Public

My Commission Expires: 03-06-92

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

MARCH 14, 1989

Then personally appeared the above-named Paul R. Brown known to be me the President of CDM Development Corporation, and being duly authorized to do so, acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me,


Notary Public

My Commission Expires: OCT. 17, 1991

RECEIVED
SECRETARY OF STATE
WASHINGTON

MAR 31 9 52 AM '69

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Rec'd & Filed MAR 31 1969