

Filing Fee: \$50.00

49499 ✓

State of Rhode Island and Providence Plantations

CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

Be it Known to All by these Presents, That, the undersigned partner(s) of Novius Associates

desiring to amend the Certificate of said partnership, (does) hereby execute the following
Certificate of Amendment to its Certificate of Limited Partnership.

FIRST. The name of the Limited Partnership is Novius Associates

SECOND. The date of the filing of the Certificate of Limited Partnership is
August 14, 19 84.

THIRD. The Certificate of Limited Partnership (as amended on June 11, 1985

(List all dates of amendment or omit if not applicable)

is amended as follows:

(Insert amendment)

See attachment

ME

NOVIUS ASSOCIATES

CERTIFICATE OF SECOND AMENDMENT
OF LIMITED PARTNERSHIP

I, the undersigned as a General Partner of Novius Associates, hereby sign under oath and file pursuant to the Rhode Island Uniform Limited Partnership Act (Chapter 13 of Title 7 of the General Laws of Rhode Island), this Certificate of Second Amendment of Limited Partnership of Novius Associates which incorporates the provisions of the Amended and Restated Agreement of Limited Partnership dated as of May 1, 1985, the Amended Certificate of Limited Partnership filed on June 11, 1985 and the Certificate of Limited Partnership filed on August 14, 1984 in their entirety, except as amended by this Certificate of Amendment as follows:

VIII. The time when the contribution of each Limited Partner is to be returned is as set forth in Exhibit C attached hereto.

IX. The share of the profits or the other compensation by way of income which each Limited Partner shall receive by reason of his contribution is as described in Exhibit C attached hereto.

IN WITNESS WHEREOF, I have affixed my signature as of January 27, 1989.

WITNESS:

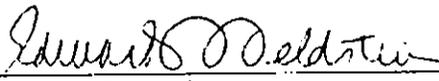
Edward D. Deldoro

CLASS I GENERAL PARTNER

Clinton L. Wright
Clinton L. Wright

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In JONASTON, this 27th day of January, 1989,
personally appeared before me Clinton L. Wright, to me known
and known by me to be the person whose signature appears on the
above instrument and he acknowledged that the same was executed
by him as his free act and deed.



Notary Public
My Commission Expires: 6/30/91

#0381P

EXHIBIT C

9.1 Cash Flow

- (a) Cash Flow shall be distributed as follows:
- (i) First, to the discharge, to the extent required by any lender or creditor, of any debt and obligation of the Partnership, including loans or advances from Partners;
 - (ii) Second, to the creation of any reserves which the Class I General Partner may deem reasonably necessary for the payment of contingent liabilities of the Partnership or the General Partners arising out of or in connection with the business of the Partnership;
 - (iii) Third, to the Limited Partners an amount equal to the amount of their paid-in capital contribution, less (A) any amounts previously distributed to the Limited Partners pursuant to this Article 9.1(a)(iii), (B) the amount of Cash From Financings previously distributed to them, (C) the amount of Cash From Sales previously distributed to them, (D) Fifty (50%) percent of the amount of Net Losses allocated to them prior to the tax year beginning January 1, 1987, (E) the amount of undistributed Net Losses allocated to them beginning January 1, 1987 and ending on the date of the distribution of the proceeds of a disposition of the Property, multiplied by the highest individual Federal income tax rate (adjusted for state tax effect) in effect at the date of such distribution, (F) any investment tax credit

allocated to them, and (G) the amount of Net Losses from Capital Transactions allocated to them;

(iv) Fourth, to the General Partners an amount equal to the amount of their paid-in capital contribution, less (A) any amounts previously distributed to the General Partners pursuant to this Article 9.1(a)(iv), (B) the amount of Cash From Financings previously distributed to them, (C) the amount of Cash From Sales previously distributed to them, (D) Fifty (50%) percent of the amount of Net Losses allocated to them prior to the tax year beginning January 1, 1987, (E) the amount of undistributed Net Losses allocated to them beginning January 1, 1987 and ending on the date of the distribution of the proceeds of a disposition of the Property, multiplied by the highest individual Federal income tax rate (adjusted for state tax effect) in effect at the date of such distribution, (F) any investment tax credit allocated to them, and (G) the amount of Net Losses from Capital Transactions allocated to them.

(b) To the extent there remains any Cash Flow to be distributed, the distribution shall be made as follows:

(i) Forty (40%) percent to the Limited Partners;

(ii) Fifteen (15%) percent to the Class I General Partner; and

(iii) Forty-five (45%) percent to the Class II General Partners.

2. Section 9.2 shall be amended to read as follows:

9.2 Cash From Sales and Cash From Financings

(a) Cash From Sales will be distributed as follows:

(i) First, to the discharge, to the extent required by any lender or creditor, of any debt and obligation of the Partnership, including loans or advances from Partners;

(ii) Second, to the creation of any reserves which the Class I General Partner may deem reasonably necessary for the payment of

contingent liabilities of the Partnership or the General Partners arising out of or in connection with the business of the Partnership;

- (iii) Third, to the Limited Partners an amount equal to the amount of their paid-in capital contribution, less (A) any amounts previously distributed to the Limited Partners pursuant to this Article 9.2(a)(iii), (B) the amount of Cash From Financings previously distributed to them, (C) Fifty (50%) percent of the amount of Net Losses allocated to them prior to the tax year beginning January 1, 1987, (D) the amount of undistributed Net Losses allocated to them beginning January 1, 1987 and ending on the date of the distribution of the proceeds of a disposition of the Property, multiplied by the highest individual Federal income tax rate (adjusted for state tax effect) in effect at the date of such distribution, (E) any investment tax credit allocated to them, (F) the amount of Net Losses from Capital Transactions allocated to them, and (G) the amount of Cash Flow distributed to them;
 - (iv) Fourth, to the General Partners an amount equal to the amount of their paid-in capital contribution, less (A) any amounts previously distributed to the General Partners pursuant to this Article 9.2(a)(iv), (B) the amount of Cash From Financings previously distributed to them, (C) Fifty (50%) percent of the amount of Net Losses allocated to them prior to the tax year beginning January 1, 1987, (D) the amount of undistributed Net Losses allocated to them beginning January 1, 1987 and ending on the date of the distribution of the proceeds of a disposition of the Property, multiplied by the highest individual Federal income tax rate (adjusted for state tax effect) in effect at the date of such distribution, (E) any investment tax credit allocated to them, (F) the amount of Net Losses from Capital Transactions allocated to them, and (G) the amount of Cash Flow distributed to them.
- (b) To the extent there remains any Cash From Sales to be distributed, the distribution shall be made as follows:

- (i) Forty (40%) percent to the Limited Partners;
 - (ii) Fifteen (15%) percent to the Class I General Partner; and
 - (iii) Forty-five (45%) percent to the Class II General Partners.
- (c) Cash From Financings will be distributed as follows:
- (i) First, to the discharge, to the extent required by any lender or creditor, of any debt and obligation of the Partnership, including loans or advances from Partners;
 - (ii) Second, to the creation of any reserves which the Class I General Partner may deem reasonably necessary for the payment of contingent liabilities of the Partnership or the General Partners arising out of or in connection with the business of the Partnership;
 - (iii) Third, to the Limited Partners an amount equal to the amount of their paid-in capital contribution, less (A) any amounts previously distributed to the Limited Partners pursuant to this Article 9.2(c)(iii), (B) the amount of Cash From Sales previously distributed to them, (C) Fifty (50%) percent of the amount of Net Losses allocated to them prior to the tax year beginning January 1, 1987, (D) the amount of undistributed Net Losses allocated to them beginning January 1, 1987 and ending on the date of the distribution of the proceeds of a disposition of the Property, multiplied by the highest individual Federal income tax rate (adjusted for state tax effect) in effect at the date of such distribution, (E) any investment tax credit allocated to them, (F) the amount of Net Losses from Capital Transactions allocated to them, and (G) the amount of Cash Flow distributed to them;
 - (iv) Fourth, to the General Partners an amount equal to the amount of their paid-in capital contribution, less (A) any amounts previously distributed to the General Partners pursuant to this Article 9.2(c)(iv), (B) the amount of

Cash From Sales previously distributed to them, (C) Fifty (50%) percent of the amount of Net Losses allocated to them prior to the tax year beginning January 1, 1987, (D) the amount of undistributed Net Losses allocated to them beginning January 1, 1987 and ending on the date of the distribution of the proceeds of a disposition of the Property, multiplied by the highest individual Federal income tax rate (adjusted for state tax effect) in effect at the date of such distribution, (E) any investment tax credit allocated to them, (F) the amount of Net Losses from Capital Transactions allocated to them, and (G) the amount of Cash Flow distributed to them.

- (d) To the extent there remains any Cash From Financings to be distributed, the distribution shall be made as follows:
 - (i) Forty (40%) percent to the Limited Partners;
 - (ii) Fifteen (15%) percent to the Class I General Partner; and
 - (iii) Forty-five (45%) percent to the Class II General Partners.
- (e) In the event of a sale of the Property or other capital asset in which a portion of the proceeds is deferred the principal amount of the deferred portion of the purchase price shall be allocated among the Partners in the same proportion as if cash in such amount had been distributed; and any payments received by the Partnership in respect of such obligation (interest, rent or purchase payment), after deducting expenses of the Partnership and reserves which the Class I General Partner deems reasonably necessary, shall be distributed among the Partners in the amounts they would have received had the Partnership been liquidated as of the date of sale and the allocable portions of the instrument evidencing the deferred payment obligation been distributed among the Partners. Except as set forth above, no Partner may demand property rather than cash in return of his capital contribution.

3. Section 9.3 shall be amended to read as follows:

9.3 Net Income and Net Losses

The Net Income, Net Losses, Net Losses from Capital Transactions, Net Gains from Capital Transactions and all items of tax credit and preference shall be allocated as follows:

- (a) Seventy-five (75%) percent to the Limited Partners;
- (b) Nineteen (19%) percent to the Class I General Partner; and
- (c) Six (6%) percent to the Class II General Partners.

From and after January 1, 1987, Net Losses shall be accumulated and distributed upon disposition of the Property.

4. Section 14.5 shall be amended to read as follows:

14.5 With the written consent of a majority in interest of the General Partners, any General Partner may exercise in behalf of the Partnership the following rights and powers:

- (a) To acquire, hold and dispose of the Property and any interest therein or appurtenance thereto as well as personal or mixed property connected therewith, including the purchase, lease (whether as lessor or lessee), maintenance, exchange, trade or sale of the Property at such price, rental or amount, for cash, securities or other property and upon such terms, as such General Partner (so selected by the other General Partners) deems to be in the best interest of the Partnership;
- (b) To borrow money and, if security is required therefor, to mortgage or subject to any other security device any portion of the Property, to obtain replacements of any mortgage or other security device, and to prepay, in whole or in part, refinance, increase, modify, consolidate or extend any mortgage or other security device; and

- (c) To enter into and carry out (including without limitation the execution and delivery of) contracts and agreements and any or all documents and instruments and to do and perform all such other things as may be in furtherance of Partnership purposes or necessary or appropriate to the conduct of Partnership activities including, but not limited to, deeds, mortgages, leases and any other form of conveyance of any interest in real property.

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SECRETARY OF STATE
CORPORATIONS DIV

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