

1. The Form of Note contained in the Original Indenture is amended to be in the form of Exhibit I attached hereto.

2. The third full paragraph of Section 1.01 of the Original Indenture is hereby amended so that the Series II Notes shall be payable as set forth in Exhibit I.

3. Forthwith upon the execution and delivery of this Supplement, the Company shall execute and deliver its 10-1/4% Mortgage Notes due April 1, 2001 in the aggregate principal amount of \$1,850,503.02, the proceeds of which will be used to pay the 10-1/4% Mortgage Notes due April 1, 1971.

4. All Notes shall be authenticated by the Trustee and no Note shall be valid unless the Trustee shall have executed the authentication certificate thereon.

5. As supplemented hereby, the Original Indenture is in all respects ratified and confirmed and the Original Indenture and this First Supplement shall be read and construed as one and the same instrument.

IN WITNESS WHEREOF, SECOND LULWORTH PROPERTIES, INC. has caused this First Supplement to be signed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries and THE NATIONAL SHAWMUT BANK OF BOSTON, in token of its acceptance of the trusts created hereunder, has caused this First Supplement to be signed in its corporate name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and attested by one of its Assistant Secretaries and L. H. BAKER, in token of his acceptance of the trusts created hereunder, has hereunto set his hand and seal all as of the day and year first above written.

SECOND LULWORTH PROPERTIES, INC.

By Charles W. Taylor
President

SIGNED SEALED AND DELIVERED.

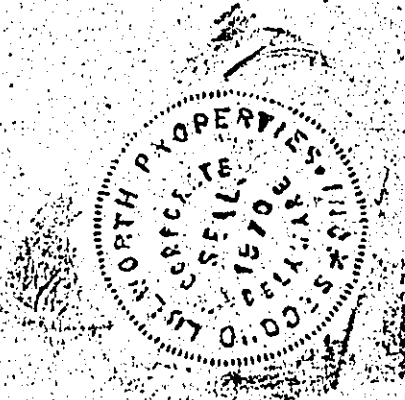
[SEAL]

ATTEST:

Melba Weid
Assistant Secretary

Richard Rudder
Witness

Leonal Blum
Witness



Execution continued on next page.