

to whom such trust may transfer or assign all or any portion of the interest held by it (or to a trust for whose benefit the trust may so transfer or assign the same) without the consent of the General Partner shall be those of the Settlor of the trust or of the deceased Partner under whose will the trust was created.

16.5 In the event of the incompetency of a Partner (General or Limited) during the term of the partnership, the committee or other legal representative of the incompetent Partner may also, upon application, be admitted as a Limited Partner in the place and stead of the incompetent Partner.

16.6 If (a) within six (6) months after the death of a Partner or the termination of a trust created by or under the will of a Partner pursuant to Section 15.1 or 16.3, the interest of such Partner shall not have passed or been transferred to the transferee as provided in Section 16.3, or (b) a person or trust who or which qualifies as the transferee, or the committee or other legal representative of an incompetent Partner, or the assignee of all or any portion of a Partner's interest by assignment made pursuant to Section 15, does not make application to the partnership for admission as a Limited Partner within six (6) months after such transferee, committee or other legal representative or assignee becomes such, or (c) a Partner assigns or attempts to assign all or any portion of his interest in violation of the provisions of Section 15, then and in any such event the person or persons holding that portion of the interest of the Partner in question which shall not have passed or been transferred to the transferee as aforesaid, or which is owned by the transferee or committee or other legal representative or assignee or such Partner not making such application as aforesaid, or which such Partner assigned or

attempted to assign in violation of Section 15, shall not be Limited Partners of the partnership, and shall not have the right to participate in any vote of the Limited Partners or to require an accounting, nor shall their interest be considered in computing a majority in interest of the Limited Partners under any provision of this Agreement; but such holders shall nonetheless be entitled to a pro rata share of all distributions to be made to the Partners under any provisions of this Agreement.

17. Admission of Substituted Limited Partners, Further Conditions.

17.1 No assignment or transfer of all or any part of the interest of a Limited Partner or General Partner permitted to be made under this Agreement shall be binding upon the partnership unless and until a duplicate original of such assignment or instrument of transfer, duly executed and acknowledged by the assignor or transferor, has been delivered to the partnership.

17.2 As a condition to the admission of any substituted Limited Partner, as provided in Sections 15 and 16 hereof, the person, trust, legal representative or committee so to be admitted shall execute and acknowledge such instruments, in form and substance reasonably satisfactory to the General Partner, as the General Partner may deem necessary or desirable to effectuate such admission and to confirm the agreement of the individual, trust, legal representative or committee to be admitted as such Limited Partner to be bound by all the covenants, terms and conditions of this Agreement, as the same may have been amended.

17.3 Any person, trust, legal representative or committee to be admitted as a Limited Partner pursuant to the provisions of Section 15 and/or 16 hereof shall, as a condition to such admission, pay all reasonable expenses

in connection with such admission as a Limited Partner, including, but not limited to, the cost of the preparation and filing of any amendment to this Agreement and/or of the partnership's Certificate of Limited Partnership which the General Partner may deem necessary or desirable in connection with such admission.

18. Termination of Partnership. The partnership shall terminate and dissolve upon the affirmative vote or written consent of two-thirds (2/3) in interest of the partners (Limited or General) or upon the death or incompetency of a sole General Partner if a new General Partner is not chosen within 180 days thereof in accordance with this Agreement.

19. Gain, Loss and Distribution on Dissolution. Upon any dissolution or termination of the partnership:

19.1 The General Partner shall prepare or cause to be prepared a statement setting forth the assets and liabilities of the partnership as of the date of dissolution, and such statement shall be furnished to all the partners.

19.2 The assets of the partnership shall be liquidated as promptly as possible, but in an orderly and business-like manner so as not to involve undue sacrifice.

19.3 Any gain realized, or loss incurred, by the partnership upon the sale of its assets, shall be credited or charged to the partners (Limited and General), without priority, in respective proportions set forth in Section 6 hereof.

19.4 The proceeds of sale and all other assets of the partnership shall be applied and distributed as follows, and in the following order of priority:

19.4.1 to the payment of all the mortgages, debts and liabilities of the partnership (other than any loans or advances that may have been made by the partners to the partnership) and the expenses of liquidation;

19.4.2 to the setting up of any reserves which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the partnership or of the General Partner arising out of or in connection with the partnership. Said reserves may, in the discretion of the General Partner, be paid over to an escrowee selected by them, to be held by such escrowee for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partner shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provided;

19.4.3 to the repayment of any loans or advances that may have been made by the partners to the partnership but if the amount available for such repayment shall be insufficient, then pro rata on account thereof;

19.4.4 to the partners (Limited and General), without priority, in the respective proportions as set forth in Section 6.

20. Further Assurances. Each party to this Agreement agrees to execute, acknowledge, deliver, file, record and publish such further certificates, instruments and documents, and to do all such further acts and things, as may be required by law, or as may, in the opinion of the General Partner, be necessary or advisable to carry out the intents and purposes of this Agreement.

21. Notices. Unless otherwise specified in this Agreement, all notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be given by mailing the same by first-class mail, postage prepaid, to the partners at the addresses herein set forth and to the partnership at its principal office. Notices given in compliance with the provisions of this Section 21 shall be deemed given when placed in the mails.

22. Applicable Law. This Agreement is made in the State of Rhode Island pursuant to the provisions of the laws of such State affecting partnerships, and shall be construed accordingly.

23. Captions. All Section titles or captions contained in this Agreement and the table of contents, if any, are for convenience only and shall not be deemed a part of this Agreement.

24. Variations in Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

25. Terms. The term "person" shall include individuals, firms, corporations, trustees, fiduciaries, and all other entities.

26. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto, and except as otherwise provided herein, their respective successors and assigns.

27. This Agreement shall be executed in any number of counterparts each of which shall be deemed an original instrument.

28. Amendments. This Agreement and the Certificate of Limited Partnership may be amended at any time by the unanimous consent of all partners (Limited and General).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

In the presence of:

Shule Lehren

In the presence of:

Shule Lehren

Shule Lehren

Don B Gots

Don B Gots

Shule Lehren

Shule Lehren

GENERAL PARTNER:

James Radin
JAMES RADIN

LIMITED PARTNERS:

Patricia Joy Radin
PATRICIA JOY RADIN

Bertil G. Olsson
BERTIL G. OLSSON

Anne J. Balboni
ANNE J. BALBONI

Allen J. Balboni
ALLEN J. BALBONI

Both as Joint Tenants

Richard J. Deeble
RICHARD J. DEEBLE

James R. Falconer
JAMES R. FALCONER

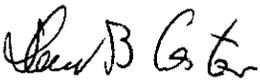
PROVIDENCE SC.
PROVIDENCE, RHODE ISLAND

In Providence this 17 day of August, 1979, before me personally appeared PATRICIA JOY RADIN to me known and known by me to be the party executing the above instrument and she did swear the same to be executed by her as her free act and deed.


NOTARY PUBLIC - My commission
Expires 6/30/81

PROVIDENCE SC.
PROVIDENCE, RHODE ISLAND

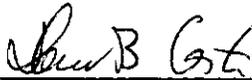
In Providence this 15 day of August, 1979, before me personally appeared RICHARD J. DEEBLE to me known and known by me to be the party executing the above instrument and he did swear the same to be executed by him as his free act and deed.



NOTARY PUBLIC - My commission
Expires 6/30/81

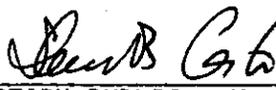
PROVIDENCE SC.
PROVIDENCE, RHODE ISLAND

In Providence this 15 day of August, 1979, before me personally appeared JAMES RADIN to me known and known by me to be the party executing the above instrument and he did swear the same to be executed by him as his free act and deed.


NOTARY PUBLIC - My commission
Expires 6/30/81

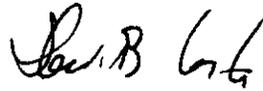
PROVIDENCE SC.
PROVIDENCE, RHODE ISLAND

In Providence this 17 day of August, 1979, before me personally appeared ALLEN J. BALBONI to me known and known by me to be the party executing the above instrument and he did swear the same to be executed by him as his free act and deed.


NOTARY PUBLIC - My commission
Expires 6/30/81

PROVIDENCE SC.
PROVIDENCE, RHODE ISLAND

In Providence this 17 day of August, 1979, before me personally appeared ANNE J. BALBONI to me known and known by me to be the party executing the above instrument and she did swear the same to be executed by her as her free act and deed.



NOTARY PUBLIC - My commission
Expires 6/30/81

PROVIDENCE SC.
PROVIDENCE, RHODE ISLAND

In Providence this 15 day of August, 1979, before me personally appeared BERTIL G. OLSSON to me known and known by me to be the party executing the above instrument and he did swear the same to be executed by him as his free act and deed.


NOTARY PUBLIC - My commission
Expires 6/30/81

PROVIDENCE SC.
PROVIDENCE, RHODE ISLAND

In Providence this 15 day of August, 1979, before me personally appeared JAMES R. FALCONER to me known and known by me to be the party executing the above instrument and he did swear the same to be executed by him as his free act and deed.



NOTARY PUBLIC - My commission
Expires 6/30/81

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RECEIVED
for
AUG 23 1979