

TRIPPS LANE ASSOCIATES

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP made as of December 27, 1979, by and among RICHARD A. WELLER of 5 Brown Avenue, Barrington, Rhode Island 02806 (the "General Partner") and SYLVIA L. WELLER of 5 Brown Avenue, Barrington, Rhode Island 02806, RICHARD A. WELLER, JR. of 5 Brown Avenue, Barrington, Rhode Island 02806, KATHY LEE BARROW of 5 Brown Avenue, Barrington, Rhode Island 02806 and said RICHARD A. WELLER (collectively the "Limited Partners" and individually a "Limited Partner").

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

1. Formation. The parties hereto do hereby form a limited partnership pursuant to the provisions of the Uniform Limited Partnership Act of the State of Rhode Island.

2. Name. The business of the Partnership shall be conducted under the name of Tripps Lane Associates.

3. Term. The Partnership shall commence as of the date hereof and shall continue indefinitely or until the happening of any of the following events: the sale or disposition of all or substantially all of the Partnership property; the death, termination of the existence or dissolution (voluntary or involuntary), bankruptcy or legal incapacity

of the General Partner, if any remaining General Partner or the Limited Partners do not elect to continue the business of the Partnership; the dissolution of the Partnership by operation of law; or the written consent of the General Partner and Limited Partners to terminate the Partnership.

4. Purpose. The business of the Partnership shall be to engage in holding and leasing real property and any other business which may be lawfully conducted.

5. Principal Office. The principal place of business of the Partnership shall be 5 Brown Avenue, Barrington, Rhode Island 02806, but other or additional places of business may be selected from time to time by the General Partner on notice to the Limited Partners.

6. Percentage Interests and Capital Contributions of the General Partner and Limited Partners.

6.1 The percentage interest of the Partners shall be the percentage set forth opposite his or her name on Schedule A attached hereto and made a part hereof, as the same may be amended from time to time.

6.2 Each Partner (General and Limited) shall contribute to the capital of the Partnership assets with a fair market value as of the date hereof of Three Thousand Two Hundred Fifty and 30/100 Dollars (\$3,250.30) for each one percent of interest in the Partnership held by him or her.

6.3 The items listed below shall be the initial contributions of each Limited Partner:

<u>Limited Partner</u>	<u>Property</u>
Richard A. Weller	98.999% interest in real estate located at 75 Tripps Lane in East Providence, Rhode Island. The value of such interest is \$321,749.70.
Sylvia L. Weller	\$10 cash
Richard A. Weller, Jr.	\$10 cash
Kathy Lee Barrow	\$10 cash

7. Additional Capital Contributions or Loans by the Partners.

7.1 Except as set forth herein, the Limited Partners have not agreed to nor shall they be required to make any additional contributions to the capital of the Partnership.

7.2 If a General Partner or a Limited Partner shall, upon consent of the General Partner, make loans or lend money to the Partnership or advance monies on its behalf, the amount of any such loan or advance shall not be an increase in the capital contribution of such Partner or entitle him or her to any increase in his or her share of the profits or distributions of the Partnership nor subject him or her to any greater proportion of the losses which it

may sustain, but shall be repayable on such terms and conditions as shall be agreed upon by the advancing partner and the General Partners.

8. Authority of the Partnership.

8.1 The Partnership is authorized to engage in any activity, perform and carry out contracts of any kind, and do any and all things necessary and proper for the protection and benefit of the Partnership.

8.2 The Property of the Partnership shall be held in the name of the Partnership. The spouse, heirs, executors, administrators, successors or assigns of any Partner shall have no right, title or interest in and to such property.

9. Rights, Powers and Duties of General Partner.

During the continuance of this Partnership, the rights and liabilities of the General Partner and the Limited Partners, respectively, shall be as follows:

9.1 The General Partner shall manage the Partnership business and shall have exclusive power on behalf and in the name of the Partnership to carry out any and all of the purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings which the General Partner may deem necessary or advisable or incidental to the business of the Partnership.

9.2 The Limited Partners shall take no part in the conduct or control of the Partnership business and shall

have no authority or power to act for or to bind the Partnership.

9.3 The General Partner shall use his best efforts to further the Partnership business, but nothing herein contained shall preclude the General Partner from (i) engaging in other business activities not related to this Partnership, or (ii) being a partner in any other partnership or participating in the ownership of any other business entity; and neither the Partnership nor any Limited Partner shall have any interest in such other activities of the General Partner by virtue of the relationship established hereby.

9.4 The General Partner acting for, in the name and on behalf of the Partnership is hereby authorized:

(i) to acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(ii) to borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Partnership, and to secure the same by mortgage, pledge or other lien on any assets of the Partnership; and

(iii) to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a Partnership under the laws of the State of Rhode Island.

9.5 The General Partner shall devote to the Partnership such time as may be necessary for the proper performance of his duties.

9.6 The funds of the Partnership shall be deposited in such bank accounts as shall be designated and maintained by the General Partner. The General Partner shall at no time appropriate such funds for the use of any person or entity except the Partnership. Withdrawals of Partnership funds from such accounts shall be made upon the signature of the General Partner.

9.7 The Partnership shall indemnify the General Partner, from the assets of the Partnership, against any loss or damage incurred by the General Partner by reason of any act performed by him in good faith on behalf of the Partnership, and the General Partner shall not be liable to the Limited Partners for honest mistakes of judgment or for the losses or liabilities due to such mistakes.

10. Financial Reports. Proper books of account of the partnership shall be kept in accordance with generally accepted accounting principles, by or under the supervision of the General Partner at the principal office of the Partnership, and shall be open to inspection by the Limited Partners at any reasonable time. The General Partner shall keep the Limited Partners informed at least as frequently as annually of the progress of operations and shall furnish to

the Limited Partners all income tax information necessary for reporting individual income on a calendar year basis. The accounts of the Partnership shall be prepared annually by an attorney or independent accountant selected by the General Partner.

11. Third Parties. Any contract, agreement or instrument of the Partnership shall be binding upon the Partnership if signed by the General Partner, and no third party dealing with the Partnership shall be required to inquire into the authority of the General Partner to execute and deliver any such instrument, but shall be entitled to rely conclusively upon the power and authority of the General Partner as set forth above.

12. Distribution and Allocation.

12.1 The income, profits and other distributions of the Partnership shall be received by the Partners in accordance with their percentage interests as set forth in Schedule A attached hereto.

12.2 For accounting and Federal and State income tax purposes, all income, deductions, credits, gains and losses of the Partnership shall be allocated to the Partners in accordance with their percentage interests as set forth in Schedule A attached hereto.

13. Return of Contributions. The contribution of the Limited Partners shall be returned upon the dissolution

of the Partnership or when capital contributions are no longer deemed by the General Partner to be required for the conduct of the business of the Partnership. No Limited Partner shall have the right to demand and receive property other than cash in return for his or her contribution.

14. Withdrawal of General Partner. The General Partner shall not have the right to withdraw voluntarily from the Partnership or sell, assign or encumber his Partnership interest without the prior consent of the Limited Partners. The General Partner may designate additional General Partners with the written consent of all Limited Partners. In the event of the death, bankruptcy or incapacity of a General Partner or any other similar event which would cause a termination of the Partnership, the remaining General Partner shall continue the business of the Partnership. If, following such event there is no remaining General Partner, then the Limited Partners by unanimous consent may within 30 days of such event designate one or more successor General Partners and the Partnership shall be continued.

15. Transferability of Limited Partner Interests.

15.1 Right to Assign. The Limited Partners shall have the right to sell, assign, transfer, bequeath or otherwise dispose of all or any part of their interest in the Partnership to any person who is already a Limited Partner without being subject to the right of refusal provisions of Section 15.2 hereof.

15.2 Right of Refusal. Except as provided in Section 15.1, no Limited Partner may transfer, sell, alienate, assign, bequeath or otherwise dispose of all or any part of his or her interest in the Partnership, whether voluntarily, involuntarily or by operation of law or a judicial sale or otherwise, to any purchaser, donee or legatee unless such Limited Partner or his or her personal representative should have first made the offer to sell as hereinafter provided and such offer shall not have been accepted. The transferring Limited Partner shall first offer the interest in the Partnership which he or she desires to transfer, to the other Limited Partners. The offer to sell shall set forth the name and address of the prospective purchaser, donee or legatee, as the case may be; the description of the interest desired to be transferred; and the terms of such sale, including the price, or the valuation for federal gift or estate taxes of such interest in the Partnership. Within 15 days after the receipt of such written offer, any Limited Partner may in writing reject or accept such offer and if the Limited Partner so accepts, he or she shall consummate the purchase and sale of such interest at the price of said offer with the transferring Limited Partner at the principal office of the Partnership no later than 30 days thereafter. In the event two or more Limited Partners so accept such offer and they are unable to agree as to the apportionment thereof, each such Limited Partner shall be entitled to purchase that portion of the interest which his or her capital contribution

bears to the capital contribution of all such Limited Partners. The purchase price of such interest shall be paid in cash or by certified check. If the Limited Partners do not accept the offer to purchase within such 15-day period, the selling Limited Partner may at any time within 30 days from the expiration of such 15-day period, then the bequest of such offered interest shall become effective or the selling Limited Partner may at any time within 30 days from the expiration of such 15-day period, may make a bona fide sale or gift to the prospective purchaser or donee named in the offer to sell, any such sale or gift to be made only in accordance with the terms therein stated, and if such interest is not so disposed of within such period, it shall again become subject to the provisions of this paragraph.

15.3 Substitute Limited Partners. No Limited Partner shall have the right to substitute an assignee who is not already a Limited Partner as a Limited Partner in his or her place without the prior written consent of the General Partner. The General Partner shall have the right in his exclusive discretion to permit such assignee to become a Substitute Limited Partner and any such permission by the General Partner shall be binding and conclusive without the consent or approval of any Limited Partner. Any Substitute Limited Partner shall, as a condition of receiving any interest in the partnership assets, agree to be bound by all documents binding the partnership and by the provisions of this Agreement. Upon the admission of a Substitute Limited

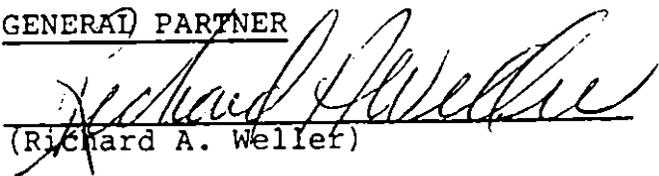
Partner, Schedule A attached hereto shall be amended to reflect the name of such Substitute Limited Partner and to eliminate the name of such withdrawing Limited Partner, and an amendment to the Certificate of Limited Partnership reflecting such admission shall be filed.

16. Power of Attorney. Each of the Limited Partners hereby irrevocably constitutes and appoints the General Partner his or her true and lawful attorney, and empowers and authorizes such attorney, in the name, place and stead of such Limited Partner, to make, execute, sign, acknowledge and file in such place or places as may be required by law a Certificate of Limited Partnership and any amendments thereto, and such other certificates or instruments as may be necessary to the conduct of the Partnership business.

17. General. This Agreement (a) may be amended only by the unanimous consent of the General Partner and Limited Partners, (b) shall be construed in accordance with the laws of the State of Rhode Island, (c) shall be binding upon and inure to the benefit of the parties and their personal representatives, successors and assigns, and (d) may be executed in any manner of counterparts, each of which so executed shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GENERAL PARTNER


(Richard A. Wellief)

LIMITED PARTNERS

Richard A. Weller
(Richard A. Weller)

Sylvia L. Weller
(Sylvia L. Weller)

Richard A. Weller, Jr.
(Richard A. Weller, Jr.)

Kathy Lee Barrow
(Kathy Lee Barrow)

STATE OF RHODE ISLAND

COUNTY OF BRISTOL

9. Bampton On the 27th day of December, 1979, personally appeared Richard A. Weller to me known and known by me to be one of the parties executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.

Richard M. C. Glenn, III
(Notary Public)

STATE OF RHODE ISLAND

RICHARD M. C. GLENN, III

COUNTY OF BRISTOL

My Commission expires June 30, 1981

9. Bampton On the 27th day of December, 1979, personally appeared Sylvia L. Weller to me known and known by me to be one of the parties executing the foregoing instrument, and she acknow-

ledged said instrument by her executed to be her free act and deed.


Notary Public
RICHARD M. C. GLENN, III

STATE OF RHODE ISLAND

COUNTY OF BRISTOL

My Commission expires June 30, 1981

9m Barnston

On the 27th day of December, 1979, personally appeared Richard A. Weller, Jr. to me known and known by me to be one of the parties executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.


Notary Public
RICHARD M. C. GLENN, III

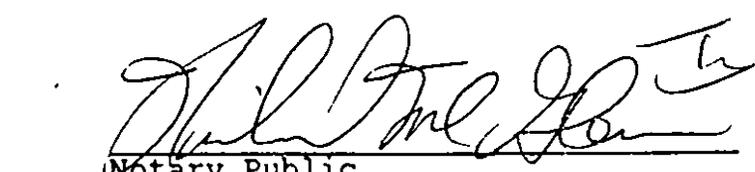
STATE OF RHODE ISLAND

COUNTY OF BRISTOL

My Commission expires June 30, 1981

9m Barnston

On the 27th day of December, 1979, personally appeared Kathy Lee Barrow to me known and known by me to be one of the parties executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed.


Notary Public
RICHARD M. C. GLENN, III

My Commission expires June 30, 1981

SCHEDULE A

GENERAL PARTNER

Richard A. Weller

PERCENTAGE INTEREST

1%

LIMITED PARTNERS

Richard A. Weller
Sylvia L. Weller
Richard A. Weller, Jr.
Kathy Lee Barrow

98.991%
.003%
.003%
.003%

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