

#50010

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

OF

CUMBERLAND PARTNERS, L.P.

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP by and among those General Partners and Limited Partner(s) set forth on Schedule A hereto.

WHEREAS, the parties desire to organize and operate a limited partnership business under the laws of the State of Rhode Island, under the terms and conditions recited herein;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

Defined Terms

The defined terms used in this Agreement shall have the meanings specified below.

"Affiliate" shall mean, as to any named Partner or Partners (or as to every Partner, if none are specifically named), (i) any member of the Immediate Family of any Partner; (ii) the legal representative, successor or assignee of, or any trustee of, his Immediate Family; (iii) any Entity of which a majority of the voting interest is owned by any one or more of the Persons referred to in the preceding clauses (i) and (ii); (iv) any officer, director, trustee, employee, stockholder (10% or more) or partner of any Person referred to in the preceding clauses (i), (ii) and (iii); and (v) any Person directly or indirectly controlling, controlled by or under direct or indirect common control with, any Person referred to in any of the preceding clauses.

"Agreement" shall mean this Certificate and Agreement of Limited Partnership of the Partnership, as it may be amended from time to time.

"Capital Account" shall mean the account established and maintained for each Partner pursuant to Section 8.1(d) hereof.

"Capital Contribution" shall mean the amount of cash or agreed value of property contributed to the Partnership by each Partner as shown on Schedule A, and any further Capital Contributions which the General Partners all agree shall be made by any Partner. No further Capital Contributions by any General Partner, in his capacity as such, may be accepted by the Partnership unless all of the General Partners consent thereto.

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OF

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NOW, THEREFORE, it is hereby agreed as follows:

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The defined terms used in this Agreement shall have the meanings specified below.

"Affiliate" shall mean, as to any named Partner or Partners (or as to every Partner, if none are specifically named), (i) any member of the Immediate Family of any Partner; (ii) the legal representative, successor or assignee of, or any trustee of, his Immediate Family; (iii) any Entity of which a majority of the voting interest is owned by any one or more of the Persons referred to in the preceding clauses (i) and (ii); (iv) any officer, director, trustee, employee, stockholder (10% or more) or partner of any Person referred to in the preceding clauses (i), (ii) and (iii); and (v) any Person directly or indirectly controlling, controlled by or under direct or indirect common control with, any Person referred to in any of the preceding clauses.

"Agreement" shall mean this Certificate and Agreement of Limited Partnership of the Partnership, as it may be amended from time to time.

"Capital Account" shall mean the account established and maintained for each Partner pursuant to Section 8.1(d) hereof.

"Capital Contribution" shall mean the amount of cash or agreed value of property contributed to the Partnership by each Partner as shown on Schedule A, and any further Capital Contributions which the General Partners all agree shall be made by any Partner. No further Capital Contributions by any General Partner, in his capacity as such, may be accepted by the Partnership unless all of the General Partners consent thereto.

Any reference in this Agreement to the Capital Contribution of a then Partner shall include a Capital Contribution previously made by any prior Partner for the Partnership interest of such then Partner.

"Certificate" or "Certificate of Limited Partnership" shall mean this Certificate and Agreement of Limited Partnership of the Partnership or any other instrument filed with the Office of the Secretary of State of Rhode Island as the certificate of limited partnership of the Partnership, and as it may be amended from time to time.

"Entity" shall mean any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association.

"General Partner" shall mean any Person designated as a General Partner on Schedule A, as amended from time to time, or any Person who becomes a General Partner as provided herein, in such Person's capacity as a General Partner of the Partnership, and, if there be more than one General Partner at any time, such term shall include every such Person. If at the time there is only a sole General Partner, reference to "General Partners" shall mean the sole General Partner.

"Immediate Family" shall mean, with respect to any person, his spouse, parents, parents-in-law, descendants, nephews, nieces, brothers, sisters, brothers-in-law, sisters-in-law, children-in-law and grandchildren-in-law, including any such adopted individuals.

"Limited Partner" shall mean any Person designated as a Limited Partner on Schedule A, as amended from time to time, or any Person who becomes a Limited Partner as provided herein, in such Person's capacity as a Limited Partner of the Partnership, and, if there be more than one Limited Partner at any time, such term shall include every such Person. If at the time there is only a sole Limited Partner, reference to "Limited Partners" shall mean the sole Limited Partner.

"Partner" shall mean any General Partner or Limited Partner.

"Partnership" shall mean the limited partnership formed in accordance with this Certificate and governed by the Agreement, as such documents from time to time may be amended.

"Person" shall mean any individual or Entity, and the heirs, executors, administrators, successors and assigns of such person where the context so admits; and unless the context otherwise requires the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice-versa.

"Project" means the real property to be acquired by the Partnership, consisting of a shopping center, office building and movie theater located on Mendon Road in Cumberland, Rhode Island, and generally known as the Cumberland Plaza Shopping Center, together with (i) the land upon which such buildings are situated, and any other buildings or improvements on such property, and (ii) all furnishings, equipment and personal property to be acquired by the Partnership.

"Schedule A" means Schedule A annexed hereto as amended from time to time, and as so amended at the time of reference thereto.

"State" means the State of Rhode Island.

"Transfer" of an interest in the Partnership shall mean the transfer, sale, alienation, assignment (in trust or otherwise) or disposal thereof; but shall not include the Withdrawal of a General Partner.

"Uniform Act" means the Uniform Limited Partnership Act as adopted by the State (which, as of the time of initial filing of the Certificate, consisted of chapter 13 of title 7 of the General Laws of 1956, as amended, of the State of Rhode Island), and any successor statute.

"Withdrawal" means, as to a General Partner, the occurrence of any of the following: retirement, death, adjudication of insanity or legal incompetence, dissolution, liquidation, bankruptcy or voluntary or involuntary withdrawal for any reason. Voluntary withdrawal (which shall include retirement, resignation, and other voluntary act of withdrawal) shall occur on the date of such withdrawal stated in a written notice from the withdrawing Partner to all General Partners, which date of withdrawal shall be at least 30 days after the date such notice is given. Bankruptcy shall be deemed to occur whenever a General Partner shall be adjudicated a bankrupt or execute an assignment for the benefit of creditors, or be subject to the direction and control of a receiver and such receivership proceedings shall not be dismissed within 90 days of the receiver's appointment.

ARTICLE II

Formation; Name and Purpose

Section 2.1 Formation .

The parties hereto hereby form a limited partnership pursuant to the provisions of the Uniform Act.

Section 2.2 Name; Place of Business; Resident Agent

(a) The Partnership shall be conducted under the name and style of CUMBERLAND PARTNERS, L.P.

(b) The principal place of business of the Partnership is c/o Stanley A. Bleecker, Esq., Tillinghast, Collins & Graham, One Old Stone Square, Providence, Rhode Island 02903. The General Partners at any time may change the location of the office and shall give due notice of any such change to the Limited Partners.

(c) The resident agent for service of process is Stanley A. Bleecker, Esq., Tillinghast, Collins & Graham, One Old Stone Square, Providence, Rhode Island 02903.

Section 2.3 Purpose and Character of Business

The purpose of the Partnership shall be to acquire, operate and ultimately sell the Project. The general character of the business of the Partnership shall include the acquisition, retention, maintenance, operation, leasing and otherwise dealing with the Project, and participation in such other activities as are necessary to protect or enhance the assets of the Partnership.

Section 2.4 Delivery of the Certificate

The Partnership shall not be required to deliver to any Partner a copy of the Certificate, as filed, or any amendment thereto.

ARTICLE III

Partners; Capital

Section 3.1 General Partners

The General Partners of the Partnership as of the date of the initial filing of the Certificate are Steven B. Keonig and Rocco J. Salvatore, Jr., both Massachusetts residents. Their respective business addresses, and the respective amounts contributed by each of them to the capital of the Partnership, are set forth on Schedule A hereto. The General Partners, acting unanimously, may admit additional General Partners, in their sole discretion.

Section 3.2 Original Limited Partner

The Original Limited Partner of the Partnership is Gregory Salvatore. His business address is set forth on Schedule A hereto. The amount contributed to the capital of the

Partnership in cash by the Limited Partner also is set forth on Schedule A.

Section 3.3 Partnership Capital

The capital of the Partnership shall be the aggregate amount of the agreed value of property contributed by the General Partners and the Limited Partners, as set forth in Schedule A.

The original capital account of each Partner shall be credited with the amount of his Capital Contribution. No further contributions are required to be made at any time by any Partner.

Section 3.4 Interest on Capital

No interest shall be paid on any Capital Contribution to the Partnership.

Section 3.5 Withdrawal of Capital

Any Partner may resign his membership in, or otherwise voluntarily Withdraw from, the Partnership at any time, by written notice to the General Partners. However, regardless of such resignation or voluntary Withdrawal, no Partner shall have the right to withdraw his Capital Contribution, nor shall have the right to receive distributions of any funds or property of the Partnership (whether or not such distributions include all or any part of such Partner's Capital Contribution), except as may be specifically provided in this Agreement, and except that the Capital Contribution of the Original Limited Partner shall be returned in the event of his withdrawal as a Limited Partner and the substitution of one or more Limited Partners in his place.

Section 3.6 Loans by Partners

If any Partner shall loan any monies to the Partnership, the amount of any such loan shall not be an increase of his Capital Contribution or entitle him to any increase in his share of the profits, losses or distributions of the Partnership; but the amount of any such loan shall be an obligation of the Partnership to such Partner and, unless otherwise provided for and agreed upon by such Partner and by the General Partners (acting on behalf of the Partnership), shall be repaid to him without interest.

Section 3.7 Liability of Limited Partners

No Limited Partner shall be personally liable for any liabilities, contracts or obligations of the Partnership. A Limited Partner's liability is limited to the amount of his Capital Contribution. After his Capital Contribution has been made, no Limited Partner shall be required to make any further capital contributions or lend any funds to the Partnership. No

General Partner shall have any personal liability for the repayment of the Capital Contribution of any Partner.

Section 3.8 Additional Limited Partners

The General Partners shall be authorized to admit to the Partnership additional Limited Partners on such terms as they in their sole discretion shall determine.

ARTICLE IV

Rights, Powers and Duties of General Partners

Section 4.1 Authorized Acts

Subject to the provisions of this Agreement, but without the consent of any Limited Partner, the General Partners, for, in the name and on behalf of the Partnership, are hereby authorized:

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

(b) to borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, and to secure the same by grant of security interests in assets of the Partnership;

(c) to employ persons, firms or corporations (including Affiliates) to provide advisory, administrative, professional and other services to the Partnership, and to pay reasonable compensation for such services;

(d) to execute a note and mortgage or deed of trust in order to secure a loan from any mortgage lender, to execute all documents required by such lenders in connection with any mortgage and the acquisition, construction, development, improvement, maintenance and operation of the Project, or otherwise required by such lenders in connection with the Project;

(e) to execute leases of some or all of the leaseable space in the Project to tenants;

(f) to file all certificates and documents required by the laws of the State and of any other jurisdiction in which the Partnership may be required to qualify to do business; and

(g) 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.

Section 4.2 Management of Partnership Business

The business affairs of the Partnership shall be managed jointly by the General Partners, who shall devote such amount of their time and services as they, in their absolute discretion, deem necessary. Any party may rely on any action taken or authorized in writing jointly by all, but not by fewer than all, of the General Partners, as having been or being a duly authorized act of the Partnership. No action (including, without limitation, any elections, decisions, waivers, consents and other actions with respect to provisions of this Agreement) shall bind the Partnership unless taken or authorized in writing by all of the General Partners, and each General Partner hereby indemnifies the other General Partners from any and all liability arising out of any action taken by him without such unanimous action or authorization. Each of the Partners consents that any Partner may engage in and/or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to the ownership, financing, leasing, operation, management and development of real property.

Section 4.3 Business Control

No Limited Partner (except one who may also be a General Partner, and then only in his capacity as General Partner) shall participate in or have any control over the Partnership business, except as required by law. The Limited Partner(s) hereby consent to the exercise by the General Partners of the powers conferred upon them by this Partnership Agreement and to the employment, when, if in the sole discretion of the General Partners, the same is necessary or advisable, of such brokers, agents, contractors, employees, accountants, attorneys or other professionals as the General Partners may determine (notwithstanding that any party to this Agreement may have an interest in, or be one of, such brokers, agents, contractors, employees, accountants, attorneys or other professionals). No Limited Partner (except one who may also be a General Partner, and then only in his capacity as a General Partner) shall have any authority or right to act for or bind the Partnership.

Section 4.4 Transfer or Withdrawal by General Partner

Any Transfer or Withdrawal by a General Partner, other than (a) pursuant to Section 4.7 hereof, (b) by virtue of death, insanity or legal incompetence, and (c) other than with the

consent of the remaining General Partners, (which consent may be conditional), shall result in the immediate voidance of his interest as a General Partner in the Partnership. Withdrawal by a General Partner by virtue of death, insanity or legal incompetence shall result in his interest as a General Partner in the Partnership automatically being converted into a Special Limited Partnership interest, which shall be entitled to the same distributions and allocations as those to which his interest as a General Partner was entitled, and otherwise shall be treated for all purposes hereunder as a Limited Partner interest, except that no voting or consenting rights shall inure thereto.

Section 4.5 Indemnification

The Partnership shall indemnify and save harmless the General Partners against any claims or liability incurred by any of them, provided that the acts or omissions giving rise to such claims or liabilities were performed in good faith in the belief that they were acting within the scope of their authority under this Agreement. Nothing contained in this paragraph shall be construed as imposing any liability on any Limited Partner (except one who may also be a General Partner, and then only in his capacity as a General Partner).

Section 4.6 Dealing with Affiliates

The General Partners may, in the name and on behalf of the Partnership, enter into such agreements, contracts or the like with any Affiliate individually, as distinguished from his or its capacity, if any, as a Partner, to undertake and carry out the business of the Partnership as if such Affiliate were an independent contractor; and the General Partners may obligate the Partnership to pay for and on account of any such services reasonable compensation therefor.

The fact that a Partner or a member of his family is employed or is directly interested in or connected with any Person employed by the Partnership to render or perform a service or from whom or which the Partnership may buy merchandise or other property, shall not prohibit the General Partners from employing or otherwise dealing with such Person, and neither the Partnership nor any Partner shall have any rights in or to any income or profits derived therefrom.

Section 4.7 Deadlock

In the event that the General Partners are unable unanimously to agree as to a decision upon any Partnership issue, then one or more General Partners (the "Offeror") may make an offer (the "Offer") to all of the General Partners who voted against the Offeror's position on that issue (the "Offerees") to purchase the Offerees' interests as General Partners in the Partnership. The Offer shall contain a purchase price and terms

of purchase. In the event that all, but not less than all, of the Offerees accept such offer, then the Offeror shall sell his interest as General Partner to the Offerees. In the event that one or more Offerees (the "Declining Offerees") fail to accept such Offer within ten (10) business days, then the Offeror shall sell his interest as General Partner to the Declining Offerees, and all such Declining Offerees shall be required to purchase the Offeror's interest as General Partner, as well as the General Partner interest of all Offerees other than the Declining Offerees, for the price and upon the terms set forth in the Offer. All Offerees other than the Declining Offerees shall be required to offer and sell their General Partner interests to the Offeror or the Declining Offerees, as the case may be, pursuant to the terms hereof. If there remain General Partners whose interest have not been bought out who still differ on the issue in question, then this procedure may be repeated until the issue is no longer subject to dissent by remaining General Partners. If any General Partner required hereunder to sell his General Partner interest fails to do so promptly, the purchasing General Partner is hereby constituted and appointed his attorney-in-fact to consummate such sale and to reflect same on the books and records of the Partnership. Such appointment is coupled with an interest, and shall be irrevocable. The foregoing notwithstanding, an Offeree, within the aforesaid ten-day period, may notify the Offeror that he has recanted his position on the issue in question, and, upon such notice, the Offeree shall no longer be considered an Offeree for purposes of such Offer.

ARTICLE V

Term and Dissolution

The Partnership shall continue in full force and effect until December 31, 2027, except that the Partnership shall be dissolved, and its affairs wound up, prior to such date upon the happening of any of the following events:

- (a) the sale or other disposition of all or substantially all the assets of the Partnership;
- (b) the Withdrawal of the last remaining General Partner; or
- (c) an election to dissolve the Partnership made in writing by the General Partners.

ARTICLE VI

Withdrawal of the Last General Partner

Upon the Withdrawal of a General Partner, the remaining General Partners shall continue to manage the Partnership

pursuant to this Agreement. Upon the Withdrawal of the last remaining General Partner, the Partnership shall be dissolved and the business of the Partnership wound up and terminated.

ARTICLE VII

Transferability of Limited Partner Interests

Section 7.1 Restrictions on Transfer

Except as permitted below, no Limited Partner may Transfer all or any part of his interest in the Partnership, whether voluntarily, involuntarily or by operation of law, or at judicial sale or otherwise, without the consent of the General Partners. The General Partners may condition such consent upon any matters deemed appropriate by them in their sole discretion, including without limitation, the provision by the transferor (at his own expense) of a satisfactory opinion of counsel and/or other adequate assurances that the proposed transfer will not violate applicable securities laws. The foregoing limitations shall not apply to the Transfer by a Limited Partner, whether in death or inter vivos, of all or any part of his interest in the Partnership:

(a) to or for the benefit of himself, his Immediate Family or another Partner; or

(b) to the legal representatives of a deceased or incapacitated Limited Partner, or by such a legal representative to accomplish any transfer or assignment permitted by the foregoing subparagraph (a).

In no event shall all or any part of a Limited Partner's interest in the Partnership be assigned or transferred to a minor (other than a member of his Immediate Family by reason of death) or incompetent, and any such attempted assignment shall be void and ineffectual and shall not bind the Partnership.

Section 7.2 Substituted Limited Partner

No Limited Partner shall have the right to substitute an assignee as a Limited Partner in his place. The General Partners shall, however, have the right to permit such assignee to become a substituted Limited Partner and any such permission by the General Partners shall be binding and conclusive without the consent of any Limited Partner. Any such substituted Limited Partner shall, as a condition of receiving any interest in the Partnership property, agree to be bound by the provisions of this Agreement, and shall also agree to accept such other terms and conditions as the General Partners in their sole discretion may determine.

Upon the admission of a substituted Limited Partner, Schedule A shall be amended to reflect the name and address of such substituted Limited Partner, and an amendment to the Certificate of Limited Partnership reflecting such admission shall be filed as required by the Uniform Act. Each substituted Limited Partner shall execute such instrument or instruments as shall be required by the General Partners to signify his agreement to be bound by all the provisions of this Agreement.

The General Partners hereby each are constituted and appointed the attorney-in-fact of all Limited Partners to execute, acknowledge and deliver such instruments as may be necessary or appropriate to carry out the provisions of this Article VII, including amendments to Schedule A, amendments to the Certificate of Limited Partnership required by the Uniform Act, business certificates and the like. Such appointment is coupled with an interest, and shall be irrevocable.

Section 7.3 Assignees

In the event of the death or incapacity of a Limited Partner, his personal representatives shall have the same status as an assignee of the Limited Partner unless and until the General Partners shall permit such personal representatives to become a substituted Limited Partner on the same terms and conditions as herein provided for assignees generally. The death of a Partner shall not dissolve the Partnership.

An assignee of a Limited Partner who does not become a substituted Limited Partner as aforesaid shall have the right to receive the same share of profits, losses and distributions of the Partnership to which the assigning Limited Partner would have been entitled if no such assignment had been made by such Limited Partner.

Any Limited Partner who shall assign all his interest in the Partnership shall cease to be a Limited Partner of the Partnership, and shall no longer have any rights or privileges of a Limited Partner except that, unless and until the assignee of such Limited Partner becomes a substituted Limited Partner, the assignor Limited Partner shall retain all the statutory rights and be subject to all the statutory obligations of an assignor Limited Partner.

In the event any assignment of the interest of a Limited Partner shall be made, there shall be filed with the Partnership a duly executed and acknowledged counterpart of the instrument making such assignment, and such instrument must evidence the written acceptance of the assignee of all the terms and provisions of this Agreement and until such instrument is so filed, the Partnership need not recognize any such assignment for any purpose hereunder.

An assignee of the interest of a Limited Partner who does not become a substituted Limited Partner as provided herein and who desires to make a further assignment of his interest shall be subject to all the provisions of this Article VII to the same extent and in the same manner as any Limited Partner desiring to make an assignment of his interest.

ARTICLE VIII

Profits and Losses; Distributions; Capital Accounts

Section 8.1 Profits and Losses; Distributions

(a) All profits, losses and distributions (including distributions upon dissolution of the Partnership) to the General Partners shall be shared by each General Partner in the ratio of his Capital Contribution to the total Capital Contributions of all General Partners. All profits, losses and distributions (including distributions upon dissolution of the Partnership) to the Limited Partners shall be shared by each Limited Partner in the ratio of his Capital Contribution to the total Capital Contributions of all Limited Partners.

Distributions of available funds of the Partnership shall be made at such times, and to such extent, as the General Partners in their sole discretion shall determine. The General Partners shall have the right to hold in reserve and not to distribute such amounts of profits or other funds of the Partnership as they deem advisable or necessary to carry out the purposes of the Partnership.

(b) All distributions (other than distributions upon dissolution of the Partnership) first shall be distributed exclusively to the Limited Partners until they have received an amount equal to their Capital Contribution. Thereafter, all such distributions shall be distributed exclusively to the General Partners. All distributions upon dissolution of the Partnership likewise first shall be distributed exclusively to the Limited Partners until they have received an amount equal to their Capital Contribution (even if they have previously received such an amount from operating distributions), and thereafter shall be distributed exclusively to the General Partners.

(c) All profits and losses shall be allocated as follows. Profits shall be allocated among the Partners having negative Capital Account balances in proportion to such negative balances until all such Capital Accounts shall have a zero balance, and thereafter shall be allocated exclusively to the General Partners. Losses shall be allocated among the Partners having positive Capital Account balances in proportion to such positive balances until all such Capital Accounts shall have a zero balance, and thereafter shall be allocated exclusively to the General Partners.

(d) Capital Accounts shall be established and maintained for each Partner, and shall be credited with his Capital Contributions and with allocations of Partnership profits to him, and shall be charged with distributions made to him by the Partnership and with Partnership losses allocated to him. The Capital Account of any substitute Limited Partner shall include the portion allocable to him of the Capital Account of the Partner whose Partnership interest he acquired, as such Capital Account existed at the effective date of such acquisition.

Section 8.2 Miscellaneous

All profits and losses shall be determined in accordance with the accounting methods followed by the Partnership for Federal income tax purposes.

ARTICLE IX

Books and Records, Accounting, Tax Elections, Etc.

Section 9.1 Books and Records

The books and records of the Partnership shall be kept and maintained at the principal office of the Partnership and shall be available for examination by any Partner, or his duly authorized representatives, during regular business hours. The Partnership may maintain books and records and may provide such financial, or other, statements as the General Partners in their sole discretion deems advisable. So long as Steven B. Koenig is a General Partner, he shall keep and maintain such books and records on behalf of the Partnership.

Section 9.2 Bank Accounts

The bank accounts of the Partnership shall be maintained in such banking institutions as the General Partners shall determine; withdrawals shall be made on such signature or signatures as he shall determine.

Section 9.3 Federal Income Tax Elections

All income tax returns of the Partnership shall be prepared by the General Partners or accountant(s) chosen by the General Partners, and the General Partners in their sole discretion shall determine the elections and other items to be reported in such tax returns.

Section 9.4 Special Basis Adjustments

In the event of a transfer of all or any part of the interest of a General or Limited Partner, the Partnership may

elect, pursuant to Section 754 of the Internal Revenue Code of 1954 (or corresponding provisions of succeeding law) to adjust the basis of the Partnership property. However, the determination of profits, losses and distributions and capital accounts shall, for purposes of Article VIII of this Agreement, be made without taking into account any such special basis adjustments. Each Partner will furnish the Partnership with all information necessary to give effect to any such election.

Section 9.5 Tax Matters Partner

The tax matters partner for the Partnership shall be Steven B. Koenig.

ARTICLE X

General Provisions

Section 10.1 Notices

Any and all notices called for under this Agreement shall be deemed adequately given only if in writing, and shall be effective when delivered by hand or two (2) days after being sent by registered or certified mail, postage prepaid, to the Partner for whom such notices are intended at his address set forth on Schedule A hereto, or to such other address as to which a Partner shall notify the General Partners in writing.

Section 10.2 Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, executors, administrators and assigns of the respective individuals who are parties hereto, or, in the case of an Entity which is a party hereto, its successors (whether by merger, consolidation, sale of substantially all of the assets or otherwise, including by operation of law) and assigns.

Section 10.3 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State.

Section 10.4 Separability of Provisions

Each provision of this Agreement shall be considered separable and if, for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those unrelated portions of this Agreement which are valid.

Section 10.5 Paragraph Titles

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 10.6 Integration

This Agreement constitutes the entire agreement among the Partners pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, in connection therewith which conflict with the express or implied terms of this Agreement.

Section 10.7 Amendments

This Agreement may be amended on behalf of the Partnership, or any provision herein waived on behalf of the Partnership, only by written consent of the General Partners, except that any amendment which alters the share of profit and loss allocable to any Partner also shall require the written consent of that Partner.

IN WITNESS WHEREOF, each of the parties hereto has executed and sworn to this Agreement as of this 7th day of February, 1987.

GENERAL PARTNERS:

ORIGINAL LIMITED PARTNER:

Steven B. Koenig
Steven B. Koenig

Gregory Salvatore
Gregory Salvatore

Rocco J. Salvatore, Jr.
Rocco J. Salvatore, Jr.

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF ~~SUFFOLK~~ NORFOLK) ss.

Before me, the undersigned Notary Public in and for said County and Commonwealth, personally appeared Steven B. Koenig and Rocco J. Salvatore, Jr., who, being duly sworn, each acknowledged that he signed the foregoing Certificate and Agreement of Limited Partnership as his free act and deed.

WITNESS my hand and official seal this 7th day of February, 1987.

[Signature]
Notary Public

My commission expires: 2-2-90

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF ~~SUFFOLK~~ NORFOLK) ss.

Before me, the undersigned Notary Public in and for said County and Commonwealth, personally appeared Gregory Salvatore, who, being duly sworn, acknowledged that he signed the foregoing Certificate and Agreement of Limited Partnership as his free act and deed.

WITNESS my hand and official seal this 7th day of February, 1987.

[Signature]
Notary Public

My commission expires: 2-2-90

SCHEDULE A

CUMBERLAND PARTNERS, L.P.

<u>Name of Partner</u>	<u>Business Address</u>	<u>Initial Capital</u>
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General Partners:

Steven B. Koenig	89 Providence Highway Westwood, MA 02090	\$100.00
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Rocco J. Salvatore, Jr.	10 Arcadia Road Norwood, MA 02062	\$100.00
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Original Limited Partner:

Gregory Salvatore	87 Gainsborough Street Boston, MA 02115	\$ 10.00
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