

#49910

YRI ASSOCIATES, L.P.
CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, hereby sign under oath and file pursuant to the Rhode Island Revised Uniform Limited Partnership Act, this Certificate of Limited Partnership which incorporates the provisions of the attached Limited Partnership Agreement (hereinafter the "Agreement") in their entirety, including, without limitation, the following:

1. The name of the Partnership shall be YRI Associates, L.P.

2. The character of the business of the Partnership is as described in Section 4 of the Agreement.

3. The location of the principal place of business shall be 174 Bellevue Avenue, Newport, Rhode Island 02840 and the agent for service of process of the Partnership shall be Robert Corbin at such address. Records will be maintained at said location.

4. The name and business address of each of the Partners is as follows:

<u>General Partner</u>	<u>Address</u>
YRI, Inc.	174 Bellevue Avenue Newport, Rhode Island 02840

<u>Limited Partner</u>	<u>Address</u>
Robert Corbin	174 Bellevue Avenue Newport, Rhode Island 02840

5. The contribution of cash and other property and services of the Partners is as described in Section 6 of the Agreement.

6. The obligations of the Partners to make additional contributions are as set forth in Section 7 of the Agreement.

7. The rights of each Limited Partner to assign his partnership interest are as set forth in Section 12 of the Agreement.

8. The rights of each Partner to receive distributions of property, including cash, and a return of his capital contribution are as set forth in Sections 6, 10 and 11 of the Agreement.

9. The rights of the General Partner to admit additional Limited Partners are as set forth in Section 13.

10. The times at which or events upon the happening of which the Partnership is to be dissolved and its affairs wound up are as set forth in Section 3 of the Agreement.

IN WITNESS WHEREOF, we have affixed our signatures as of the _____ day of August, 1986.

Executed in the presence of:

Catherine L. Kane

General Partner

YRI, Inc.

By: _____

[Signature]
Robert Corbin
President

Executed in the presence of:

Catherine L. Kane

Limited Partner

Robert Corbin

YRI ASSOCIATES, L.P.

Agreement of Limited Partnership

AGREEMENT OF LIMITED PARTNERSHIP, made as of the day
of August, 1986, by and between YRI, Inc., a Rhode Island
corporation as general partner, and ROBERT CORBIN of Newport,
Rhode Island as limited partner.

W I T N E S S E T H :

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

2. Name. The business of the partnership shall be
conducted under the name of YRI Associates, L.P.

3. Term. The partnership shall commence on the date of
the filing for record of the Certificate of Limited Partnership
in the office of the Secretary of State of Rhode Island, and
shall continue until December 31, 2050, unless the partnership
is sooner dissolved by the happening of any of the following
events: the sale or disposition of all or substantially all of
the partnership property; termination of the existence or dis-
solution (voluntary or involuntary), or bankruptcy of the
general partner; or, the dissolution of the partnership by
operation of law.

4. Purpose. The purpose of the partnership is to acquire,
invest in, develop and operate franchises involving the retail
sale of yogurt products.

5. Principal Office. The principal place of business of the partnership shall be 174 Bellevue Avenue, Newport, Rhode Island 02840, but other or additional places of business may be selected from time to time by the general partner on notice to the limited partner.

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

6.1 The percentage interest of the partners shall be as follows:

<u>General Partner</u>	<u>Percentage Interest</u>
YRI, Inc.	99%
<u>Limited Partner</u>	<u>Percentage Interest</u>
Robert Corbin	1%

6.2 Each partner (limited and general) shall contribute the sum of One Dollar (\$1.00) for each percent of interest in the partnership held by them to the capital of the partnership.

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 any of them 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 it to any increase in its share of the profits or distribution of the partnership

nor subject it 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 sole general partner. The general partner shall be disqualified from participation in the determination of the terms and conditions of any such loan by virtue of its position as lender therein.

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, including, without limiting the generality of the foregoing:

- (a) owning its property and conducting its business;
- (b) carrying on the operation of the franchises;
- (c) borrowing whatever amounts may be required for the operation of franchises and/or the development of franchises; and
- (d) in connection with the foregoing, executing and delivering such documents required in connection with the proposed franchise and development operations.

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 the General Partner.

9.1 The business of the partnership shall be managed solely by the general partner.

9.2 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 construct, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the partnership.,

(iii) 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;

(iv) 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, including, without limitation, agreements with any partner or any of his or their affiliates to provide services or materials to the partnership on such basis as the general partner shall determine.

9.3 The general partner shall devote to the partnership such time as may be necessary for the proper performance of its duties. The general partner may engage in any business enterprise that is or may become competitive with that of the partnership and the partnership shall have no interest in any such business enterprise or the income or profits therefrom.

9.4 All documents of any nature required to be signed on behalf of the partnership shall be signed by the general partner. Without limiting the generality of this authorization, the general partner shall have full power to execute any document necessary or desirable to effect the purposes of the partnership as set forth in paragraph 4, to execute deeds, mortgages, notes and leases, and to sell all or any part of the partnership property and in particular, for purposes of executing a note, mortgage, regulatory agreement, building loan agreement and any and all documents required or deemed necessary for the purposes of this partnership.

10. Accounting, Distribution and Allocation.

10.1 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 Section 6.1 hereof.

10.2 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 Section 6.1 hereof.

11. Return of Contributions. The contribution of the limited partner shall be returned upon the dissolution of the partnership.

12. Assignability of Partnership Interest. The interest of any partner shall not be assignable except with the consent of the general partner.

13. Admission of Additional Limited Partners. Additional limited partners may be admitted with the consent of the general partner.

14. Withdrawal of General Partners. The general partner shall have the right to withdraw voluntarily from the partnership upon written notice to the limited partner.

15. Dissolution or Bankruptcy of the General Partner. In the event of the dissolution (voluntary or involuntary) or bankruptcy of the general partner, the partnership shall terminate pursuant to Section 3.

16. Power of Attorney. The limited partner hereby constitutes and appoints the general partner his 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. Amendment. This agreement may be modified or amended by the parties hereto by action in writing. Such action may be taken without meeting of all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Executed in the
presence of:

Catherine L. Lane

General Partner

YRI, Inc.

By

Robert Corbin
Robert Corbin
President

Executed in the
presence of:

Catherine H. Kane

Limited Partner

[Handwritten Signature]

Robert Corbin

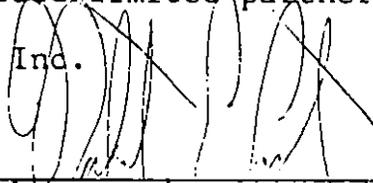
YRI, Inc.
174 Bellevue Avenue
Newport, RI 02840

August 13, 1986

The undersigned consents to the use of the name, "YRI Associates,
L.P.", in the formation of the aforesaid limited partnership.

YRI, Inc.

By:


Robert Corbin, President

08/15/86 PAID

CP50 50.00
CASH 50.00
0045A001

AUG 14 1986

John