

49379

12 CASE STREET ASSOCIATES

FIRST AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

Amending and Restating an  
Agreement filed with the  
Secretary of State of Rhode Island  
on April 25, 1979

12 CASE STREET ASSOCIATES

FIRST AMENDED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

Table of Contents

<u>Section</u>	<u>Page</u>
1 Continuation	1
2 Name	2
3 Purpose	2
4 Authorized Acts	2
5 Place of Business	3
6 Term	4
7 Management	4
8 Representation and Warranties	6
9 Liability of the General Partner to Limited Partners	7
10 Partner's Capital Contributions and Loans	7
11 Fiscal Year; Accounting Basis; Inspection of Books	8
12 Allocation of Profit or Loss	9
13 Distribution of Partnership Funds	10
14 Dissolution of Partnership	11
15 Liquidation and Termination	11
16 Retirement of a General Partner	12
17 Transfers of Limited Partnership Interests	12
18 Admission of Additional Partners	15
19 Sale of Condominium Units	16
20 Investment Representation	16
21 Amendment	16
22 Complete Agreement; Modification	16
23 Governing Law; Severability	17
24 General Provisions; Miscellaneous	17

12 CASE STREET ASSOCIATES

FIRST AMENDED CERTIFICATE AND  
AGREEMENT OF LIMITED PARTNERSHIP

FIRST AMENDED AGREEMENT dated as of the            day of  
August, 1980, by and among GAUDREAU DEVELOPMENT COMPANY,  
INC., a Rhode Island corporation ("Development") and Robert Gaudreau  
of Lincoln, Rhode Island ("Gaudreau") as the General Partners,  
Gaudreau as the Withdrawing Limited Partner and HAMPTON ASSOCIATES,  
a Rhode Island general partnership ("Hampton"), JORGE H. STURAM,  
M.D. of Barrington, Rhode Island ("Sturam"), ELLEN HURVITZ OF  
Boston, Massachusetts ("E. Hurvitz"), and KAREN HURVITZ of  
Boston, Massachusetts ("K. Hurvitz") as the Limited Partners.  
The General Partners and Limited Partners are sometimes hereafter  
referred to collectively as the Partners.

W I T N E S S E T H:

WHEREAS, the parties hereto wish to provide for the  
admission of new Limited Partners and restate fully their rights,  
obligations and duties as the Partners of 12 CASE STREET ASSOCIATES  
(the "Partnership").

NOW, THEREFORE, in consideration of the mutual covenants  
herein contained, the parties hereto agree that the Agreement of  
Limited Partnership filed with the Secretary of State of Rhode Island  
on April 25, 1979 is restated in full as follows:

1. Continuation: The parties hereto hereby agree to  
continue the Partnership pursuant to the provisions of the Uniform

Limited Partnership Act of the State of Rhode Island (the "Uniform Act").

2. Name: The name of the Partnership shall be 12 CASE STREET ASSOCIATES LIMITED PARTNERSHIP.

3. Purpose: The purpose of the Partnership is to own and develop 14 condominium units located in an office building condominium at 12 Case Street in Norwich, Connecticut (the "Property").

4. Authorized Acts: In furtherance of its purposes, but subject to all other provisions of this Agreement, the Partnership is hereby authorized to:

(a) Lease or otherwise deal with any real or personal property which may be necessary, convenient or incidental to the accomplishment of the above purpose of the Partnership;

(b) Construct, renovate, rehabilitate, operate, maintain, lease and improve, and subject to Section 18 hereof, to sell or convey any real estate and any personal property necessary, convenient or incidental to the accomplishment of the above purpose of the Partnership;

(c) Borrow money and issue evidences of indebtedness in furtherance of any or all of the above purpose of the Partnership, and to secure the same by mortgage, pledge or other lien on the Property or any other assets of the Partnership; provided, however, the mortgage debt on the Property shall not exceed Three Hundred Eighty Thousand (\$380,000) Dollars except with the consent of all Partners.

(d) Prepay in whole or in part, refinance, recast, increase, modify or extend mortgages affecting the Property and in

connection therewith to execute any extensions, renewals or modifications of any mortgages on the Property;

(e) Enter into, perform and carry out contracts of any kind necessary to, in connection with, or incidental to, the accomplishment of the above purpose of the Partnership, specifically including, but not limited to, the execution and delivery of all agreements, notes, mortgages, certificates, instruments or documents required by any lender in connection with the borrowing of funds to acquire, develop and improve the Property; and

(f) 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 above purpose of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a limited partnership.

5. Place of Business: The principal place of business of the Partnership shall be located at 2401 Hospital Trust Tower, Providence, Rhode Island, or at such other location as may thereafter be determined by the Partners, and its place of business in Connecticut shall be located at 12 Case Street, Norwich, Connecticut. The Partnership shall take all steps required to be recognized under Connecticut law as a limited partnership including the filing of a Certificate with the Secretary of State of Connecticut.

6. Term: This Partnership shall commence on January 1, 1979 and shall continue until January 1, 1989 unless it is sooner dissolved pursuant to Section 14 of this Agreement.

7. Management: (a) The General Partners shall have the exclusive right to manage the business of the Partnership and in such capacity shall have the right to undertake on behalf of the Partnership all authorized acts set forth in Section 4, but limited by Section 18, without the consent of the Limited Partners. No Limited Partner shall have any authority or right to act for or participate in or have any control over the Partnership business consistent with Section 7-13-8 of the Rhode Island General Laws.

(b) Every contract, deed, mortgage, lease and other instrument executed by the General Partner shall be conclusive evidence in favor of every Person or Entity relying thereon or claiming thereunder that at the time of the delivery thereof (1) this Partnership was in existence, (2) this Agreement had not been terminated or cancelled or amended in any manner so as to restrict such authority, and (3) the execution and delivery of such instruments were duly authorized by the General Partners. Any Person or Entity dealing with the Partnership or a Partner may rely on a certificate signed by the General Partner hereunder:

(i) as to who are the Partners hereunder;

(ii) as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Partners or in any other matter germane to the affairs of this Partnership;

(iii) as to who is authorized to execute and deliver any instrument or document of the Partnership;

(iv) as to the authenticity of any copy of the Partnership Agreement and amendments thereto; or

(v) as to any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

(c) The General Partner does not have the authority, without the written consent of each Limited Partner, except as otherwise expressly provided in this Agreement, to do any act required to be approved or ratified by limited partners under the Uniform Act.

No Affiliated Person shall receive any compensation for services rendered to the Partnership in connection with the Property, except an Affiliated Person selected by the Directors of the 12 Case Street Office Condominium as the manager for the entire Condominium may receive such compensation as agreed to by the Association. An Affiliated Person shall mean any General Partner, any person related to the General Partner, any entity of which the General Partner holds 10% or more of the beneficial interests or voting power, or any employee of such an entity. Except as provided herein any Partner may engage independently or with others in other business ventures of every nature and description, not inconsistent with the purpose of this Agreement, including, without limitation, the ownership, operation, management, syndication and development of real estate, and neither the Partnership nor any Partner shall have any rights in and to such independent ventures or the income or profits derived therefrom.

(d) The General Partners shall promptly take all action which may be necessary or appropriate for the development of the Property and the proper maintenance and operation of the Property in accordance with the provisions of this Agreement and applicable laws and regulations.

(e) The General Partners, on behalf of the Partnership and at the Partnership's expense, shall obtain and keep in force during the term of the Partnership fire and extended coverage, workmen's compensation and public liability insurance in favor of Partnership, in such companies and in such amounts as shall be satisfactory to the Mortgage Lender and be reasonable and prudent in connection with the ownership of the Property. Melvin L. Zurier, Esquire and Andrew Davis, Esquire shall receive all notices regarding such insurance.

(f) The General Partners shall diligently and faithfully devote such of their time to the business of the Partnership as may be necessary to conduct it for the greatest advantage of the Partnership and shall at all times act in a fiduciary manner toward the Partnership and the Limited Partners.

8. Representation and Warranties: The General Partner hereby represents and warrants to each Limited Partner that, as of the date hereof and to the best of their knowledge (due inquiry having been made), the following are true:

(i) The Partnership is a duly organized limited partnership validly existing under the laws of the State of Rhode Island and Connecticut and has complied with all filing requirements necessary under the Uniform Act for the preservation of the limited liability of the Limited Partners.

(ii) No event, occurrence or proceeding is pending or to their best knowledge threatened which would (a) materially adversely affect the Partnership or the Project, or (b) materially adversely affect the ability of a General Partner to perform his obligations hereunder or under any other agreement with respect to the Property.

(iii) The Partnership owns the fee simple interest in the Property, subject to no material liens, charges or encumbrances other than those which are set forth in the title policy for the

Property or easements voluntarily incurred or assumed in the furtherance of the construction of the Project.

(iv) The Case Street Office Condominium Declaration is valid and complies with the laws of the State of Connecticut and there are no events of default thereto.

(v) All written information given to the limited partners, including the materials described in the Index of Documents of Case Street Office Condominium initialed by the parties, by the General Partners is true and correct, and there are no events of default with respect to the Documents contained therein.

9. Liability of the General Partner to Limited Partners:

No General Partner shall be liable, responsible or accountable for damages or otherwise to any Limited Partner for any act or omission performed or omitted by them in good faith on behalf of the Partnership and in a manner reasonably believed by them to be within the scope of the authority granted to them by this Agreement and in the best interests of the Partnership and the Partners, except that the General Partners shall indemnify promptly and hold harmless the Partnership and the Limited Partners from and against any and all damages and liabilities which the Partnership and the Limited Partners may incur by reason of (a) the past, present and future actions or omissions of the General Partner or any Affiliated Person involving fraud, willful misconduct or gross negligence, (b) any undisclosed liabilities to which either the Partnership or the Property is subject on the date of this Agreement, and (c) any misrepresentation of a material fact or breach of covenant or warranty.

10. Partner's Capital Contributions and Loans: The Initial capital of the Partnership shall be \$60,000 which shall be contributed by Sturam, E. Hurvitz and K. Hurvitz. No interest shall be paid on Partnership capital and no Partner shall be entitled to withdraw any part of his capital contribution from the Partnership except as provided in this Agreement.

(a) Each Limited Partner shall contribute in cash (or property acceptable to the other Partners) an amount equal to his Initial Capital Contribution set forth in Schedule I attached hereto. All of such contributions shall be paid to the Partnership upon execution of this Agreement.

(b) An individual capital account shall be maintained for each Partner. The capital interest of each Partner and the capital account shall consist of his original contribution of capital, increased by additional capital contributions, if any, and by that portion of his share of the net profits of the Partnership, and decreased by distributions from his capital account and by his share of the net losses of the Partnership.

(c) In the event that the Partnership requires funds in excess of the initial capital of \$60,000 to complete construction of the Property or to pay cash expenses of the Property, the Partners shall loan in equal amounts up to a maximum of \$10,000 each to the Partnership. If less than \$40,000 is required, the Partners shall make such loans on a pro rata basis. Any additional funds required by the Partnership in excess of \$100,000 shall be loaned to the Partnership by the General Partners. All such loans shall be unsecured, shall bear interest at the prime rate charged from time to time by the Industrial National Bank of Rhode Island, and shall be repayable according to terms agreed to at the time of the loan.

11. Fiscal Year; Accounting Basis; Inspection of Books:

The fiscal year of the Partnership shall be the calendar year and the books of the Partnership shall be kept on such method as the

Partners shall from time to time determine consistent with generally accepted accounting practices consistently applied. The books of the Partnership shall at all times be available for the inspection and audit of any Partner at the Partnership's principal place of business during business hours at reasonable times. The Partnership shall furnish each Partner on a timely basis with all necessary tax reporting information as to his interest in the Partnership. The accountant for the Partnership shall be Sansiveri, McMahon & Company of Providence, Rhode Island or such other independent accounting firm the General Partners shall select with the consent of a majority in interest of the Limited Partners.

12. Allocation of Profit or Loss: (a) The term "net profits" and "net losses" as used in this Agreement shall mean the taxable income or taxable loss determined by generally accepted accounting practices by the accountant employed by the Partnership at the close of each fiscal year on the Partnership informational return filed for federal income tax purposes. An accounting prepared in accordance with said standards shall be rendered to each of the Partners annually.

(b) The net profits or net losses for each fiscal year of the Partnership, exclusive of profits or losses arising from the sale or other disposition of one or more of the 14 condominium units that make up the Partnership's Property, shall be allocated 24% to Development, 1% to Gaudreau, 25% to Hampton, 25% to Sturam, 12.5% to E. Hurvitz and 12.5% to K. Hurvitz.

(c) The net profits for each fiscal year of the Partnership from the sale or other disposition of one or more of the 14 condominium units that make up the Partnership's property

shall be allocated in the same ratio that such profits are distributed under Section 12(c). In the event that no distributions are made during the year under Section 12(c), profits from such sale or other disposition, and net losses, if any, from such sale or other disposition, shall be allocated 24% to Development, 1% to Gaudreau, 25% to Hampton, 25% to Sturam, 12.5% to E. Hurvitz, and 12.5% to K. Hurvitz.

(d) If the profit or loss allocable under the provisions of Section 11(b) for a taxable year consists of more than one kind of profit or loss, then the overall profit or loss allocated to each Partner hereunder shall be deemed to consist of a pro rata share of each kind of profit or loss.

13. Distribution of Partnership Funds: (a) After providing for the payment of any amounts due on the indebtedness of the Partnership and providing for a reasonable reserve for the payment of expenses of the Partnership, any remaining cash funds of the Partnership shall be distributed or advanced to the Partners at such time or times as the General Partner in his sole discretion shall determine, provided, however, that such distribution shall be made at least on a yearly basis and consistent with his fiduciary responsibilities.

(b) Distributions from normal operations, that is from all sources other than sales or refinancings of the condominium units, shall be distributed 24% to Development, 1% to Gaudreau, 25% to Hampton, 25% to Sturam, 12.5% to E. Hurvitz, and 12.5% to K. Hurvitz.

(c) Distributions from sales or refinancings of the condominium units shall be distributed 24% to Development, 1% to Gaudreau, 25% to Hampton, 25% to Sturam, 12.5% to E. Hurvitz, and 12.5% to K. Hurvitz; provided, however, no distributions shall be made to Development, Gaudreau or Hampton until Sturam, E. Hurvitz and K. Hurvitz have as a group received an amount equal to \$60,000 less all prior distributions under this Section 13(c). For example, if \$90,000 is available and no prior distributions have been made under this Section 13(c), the distribution would be as follows: Sturam \$30,000, E. Hurvitz \$15,000, K. Hurvitz \$15,000, Hampton \$15,000, Gaudreau \$600 and Development \$14,600.

14. Dissolution of Partnership: This Partnership shall be dissolved only upon the occurrence of any one of the following events:

(a) The expiration of the term specified in Section 5 hereof.

(b) The determination by the General Partners, with the consent of a majority in interest of the Limited Partners that they deem it necessary or desirable to terminate the business of the Partnership for any reason whatsoever.

(c) The bankruptcy, insolvency, or an assignment for the benefit of creditors by a Partner.

15. Liquidation and Termination: Upon the dissolution of the Partnership and within a reasonable time thereafter, the property of the Partnership shall be sold and the proceeds thereof shall be used to pay the liabilities and obligations of the Partnership to creditors. Any remaining assets shall be distributed in the same manner as set forth in Section 13(c).

The Partnership shall terminate when all property shall have been distributed among the Partners. Upon such termination the Partners shall execute and cause to be filed all other documents necessary in connection with the termination of the Partnership.

16. Retirement of a General Partner: No General Partner may sell, assign or encumber his General Partnership Interest or otherwise withdraw from the Partnership without the consent of a majority in interests of the Limited Partners.

17. Transfers of Limited Partnership Interests: (a) No Limited Partner may transfer or assign all or any part of his interest in the Partnership unless such transfer or assignment is approved by the General Partner, except however, transfers pursuant to Section 17(b) shall not require approval by the General Partner, which approval shall not be unreasonably withheld. Except for the transfers referred to in Section 17(b), all transfers shall be subject to the right of first refusal set forth in Section 17.

(b) A Limited Partner may transfer all or any portion of his Limited Partnership interest to any member or members of his Immediate Family by way of sale or gift, whether outright or in trust.

(c) A Limited Partner may, by written instrument, designate one or more members of his Immediate Family to become the assignee or assignees of all of his interest as a Limited

Partner immediately upon his death. Such assignee or assignees shall be entitled to the same rights as would any other assignee of such Limited Partner, and such assignee or assignees, if they shall then be living, shall become such immediately upon the assignor's death, without requirement of any action on the part of the legal representatives of the assignor, a Limited Partner; and such legal representatives of the estate of such deceased Limited Partner shall have no interest whatsoever in the Partnership. Such designation may be revoked from time to time and a new such designation made and so filed with a General Partner. The Partnership need not recognize such designated assignee or assignees until (i) duly notified in writing of the death of the assignor Limited Partner and (ii) furnished with an opinion of counsel acceptable to the General Partner to the effect that such designation is valid under the applicable laws of descent and distribution.

In the event of the death or incapacity of any Limited Partner who has not filed a valid designation under Section 17(c), the legal representative of the deceased Limited Partner shall be deemed to be the assignee of the deceased Limited Partner's Partnership Interest and may become a Limited Partner upon satisfaction of the conditions set forth in Section 17 above.

(d) Except as provided in Sections 17(b) and 17(c) at any time any Limited Partner wishes to dispose of all or any part of its Limited Partnership Interest, such Partner (the "Selling Partner") shall first give notice to the other Partners (the "Non-Selling Partners") setting forth its intention to dispose of all or

a specified part of its Limited Partnership Interest, the sale price (which shall be payable only in cash) and its offer to sell all or such part of its Limited Partnership Interest to the Non-Selling Partners or any of them or their designee(s) at such price (the "Offer"). If a Non-Selling Partner gives notice to the Selling Partner of its acceptance of the Offer within thirty (30) days after the date upon which notice of the Offer was given (the "Offer Date"), or if in the absence of any such acceptance the Non-Selling Partners (or their representative) give(s) notice to the Selling Partner within forty-five (45) days after the Offer Date to the effect that the Non-Selling Partners have arranged for the purchase by their designee(s) (which may include Non-Selling Partners) of all or such part of such Limited Partnership Interest, as the case may be, at the price set forth in the Offer, the Selling Partner shall sell all or such part of its Limited Partnership Interest, as the case may be, to the Non-Selling Partner accepting the Offer as aforesaid or, in the absence of any such acceptance, to such designee(s), as the case may be, at the price set forth in the Offer, and the closing of the transaction shall take place at the Partnership's office on the seventy-fifth (75th) day following the Offer Date. If two or more Non-Selling Partners give notice to the Selling Partner of their acceptance of the Offer, all or such part of such Limited Partnership Interest, as the case may be, shall be divided between or among them in the same proportion as the Partnership Interest of each Non-Selling Partner giving such notice bears to the aggregate Partnership Interests of all Non-Selling Partners giving such notice.

If within thirty (30) days after the Offer Date a Non-Selling Partner shall not have given notice of its acceptance of the Offer and within forty-five (45) days after the Offer Date the Non-Selling Partners shall not have given notice that the Non-Selling Partners have arranged for the purchase of all or such part of such Limited Partnership Interest, as the case may be, by their designee(s) as aforesaid, the Selling Partner may then, during the period ending one hundred ninety-five (195) days after the Offer Date, contract to sell all or such part of its Limited Partnership Interest, as the case may be, to any entity at a sale price (which shall be payable only in cash or equivalents in property as valued by a qualified third party) equal to or greater than the sale price specified in the Offer.

If a Non-Selling Partner or the person designated by the Non-Selling Partners fails to fulfill the obligation to purchase such part of the Partnership Interest of the Selling Partner on the same terms and conditions as those contained in the Offer, after notice that such purchase will be made, then, in addition to all other remedies available, the Selling Partner may, at any time for a period of one hundred twenty (120) days after such default, sell such part of the Partnership Interest to any entity at any price.

18. Admission of Additional Partners: No additional General or Limited Partners shall be admitted to the Partnership without the consent of a majority in interest of the Limited Partners.

19. Sale of Condominium Units: Prior to entering into any agreement to sell any or all of the 14 condominium units and as a condition thereto, the General Partners shall have the option to (i) obtaining the consent of a majority in interest of the Limited Partners or (ii) offering their General Partnership interests to the Limited Partners under the same terms and conditions as set forth in Section 17(d) regarding the sale of Limited Partner interests.

20. Investment Representation: Each of the Partners represents that he is acquiring his interest as a Partner for his own account as investment and not with a view for the distribution or resale thereof and that they, or in the case of E. Hurvitz and K. Hurvitz their father Arthur Hurvitz, have examined the Property.

21. Amendment: This Agreement may be amended only by the action of all Partners. If the amendment is solely for the purpose of clarification and does not change the substance of this Agreement or is necessary or appropriate to satisfy requirements of the Internal Revenue Code with respect to partnerships or for any federal or state securities laws or regulations, such amendment shall be effective as of the date of this Agreement.

22. Complete Agreement; Modification: This Agreement contains a complete statement of all the agreements among the parties with respect to the Partnership and cannot be changed orally or in any manner other than (a) by written agreement executed by all Partners. There are no representations, agreements, arrangements or undertakings, oral or written, between or among the parties to this Agreement relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

23. Governing Law; Severability: All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of Rhode Island, and this Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of such state. If any provision of this Agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected but rather be enforced to the extent permitted by law.

24. General Provisions; Miscellaneous: (a) All notices, requests, consents and statements hereunder shall be deemed to have been properly given if mailed from within the United States by prepaid registered mail, return receipt requested, or if sent by prepaid telegram, addressed in each case if to the Partnership or the General Partners to:

Gaudreau Development Co., Inc.  
2401 Hospital Trust Tower  
Providence, Rhode Island 02903

If to the Limited Partners to:

Hampton Associates  
c/o Brendan Smith  
2700 Hospital Trust Tower  
Providence, Rhode Island 02903

Jorge H. Sturam  
36 Chapin Road  
Barrington, Rhode Island 02806

Ellen Hurvitz  
c/o Arthur Hurvitz  
28 Sayles Avenue  
Pawtucket, Rhode Island

Karen Hurvitz  
c/o Arthur Hurvitz  
28 Sayles Avenue  
Pawtucket, Rhode Island

with a copy to:

Andrew Davis, Esquire  
1420 Hospital Trust Tower  
Providence, Rhode Island 02903

Melvin L. Zurier, Esquire  
40 Westminster Street  
Providence, Rhode Island 02903

(b) Each Partner hereby agrees to execute all such certificates, counterparts, amendments, instruments or documents as may be required by the laws of the various states in which the Partnership does business to conform with the laws of such states governing partnerships.

(c) This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

(d) The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

(e) This Agreement or any amendment thereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one Agreement (or amendment as the case may be) and which shall for all purposes be sufficiently evidenced by

a copy hereof (or the amendment as the case may be) which shall have the original signatures of all Partners.

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

WITNESS:

GENERAL PARTNERS

GAUDREAU DEVELOPMENT CO., INC.

John W. Bently

By Robert Gaudreau Pres.  
Robert Gaudreau, President

John W. Bently

Robert Gaudreau  
Robert Gaudreau

LIMITED PARTNERS

John W. Bently

Jorge H. Sturam  
Jorge H. Sturam

M. Zinner

Ellen Hurvitz  
Ellen Hurvitz

M. Zinner

Karen Hurvitz  
Karen Hurvitz

HAMPTON ASSOCIATES

John W. Bently

By Brendan Smith  
Brendan Smith, general partner

WITHDRAWING LIMITED PARTNER  
GAUDREAU DEVELOPMENT CO., INC.

WITNESS:

*John B. Benty*

By

*Robert Gaudreau*

Robert Gaudreau, President

Brendan Smith individually joins with the General Partners in the Representations and Warranties set forth in Section 8 of this Agreement.

WITNESS

*John B. Benty*

*Brendan Smith*

Brendan Smith

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, Rhode Island, on the 4 day of Sept, 1980, before me personally appeared Robert Gaudreau, individually and as President of GAUDREAU DEVELOPMENT CO., INC., to me known and known to me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of GAUDREAU DEVELOPMENT CO., INC.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires June 30, 1981

STATE OF RHODE ISLAND  
COUNTY OF

In Providence, Rhode Island, on the 4 day of SEPT, 1980, before me personally appeared JORGE H. STURAM, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires June 30, 1981

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, Rhode Island, on the 11 day of September, 1980, before me personally appeared ELLEN HURVITZ, to me known and known by me to be the party executing this foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

Melvin L. Zinner  
Notary Public  
My Commission Expires: 6/30/81

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, Rhode Island, on the 11 day of September, 1980, before me personally appeared KAREN HURVITZ, to me known and known by me to be the party executing this foregoing instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

Melvin L. Zinner  
Notary Public  
My Commission Expires: 6/30/81

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, Rhode Island on the 4th day of Sept, 1980, before me personally appeared Brendan Smith, the general partner of HAMPTON ASSOCIATES, to me known and known by me to be the party executing this foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of HAMPTON ASSOCIATES.

John B. Bently  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires June 30, 1981

SCHEDULE I

	<u>Total Agreed Capital Contribution</u>
<u>GENERAL PARTNERS</u>	
Gaudreau Development Company, Inc. 2401 Hospital Trust Tower Providence, RI 02903	\$ 1.00
Robert Gaudreau	-0-
<u>LIMITED PARTNERS</u>	
Jorge H. Sturam, M.D. 36 Chapin Road Barrington, RI 02806	30,000.00
Ellen Hurvitz c/o Arthur Hurvitz 28 Sayles Avenue Pawtucket, RI	15,000.00
Karen Hurvitz c/o Arthur Hurvitz 28 Sayles Avenue Pawtucket, RI	15,000.00
Hampton Associates c/o Brendon Smith 2700 Hospital Trust Tower Providence, RI 02903	1.00
	<hr/> <u>\$60,002.00</u> <hr/>

RECORDED  
INDEXED  
MAY 1 1978  
OFFICE OF THE CLERK  
PROVIDENCE, R.I.

.....\*03.....50.00  
8331A14.....50.00CBL  
6238

SEP 21 1990

*[Handwritten signature]*

6

SEP 23 1980

0238

.....\*03.....5000

8331A14.....50008L

SEP 23 1980

*Handwritten signature*

*Handwritten mark*