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CORO CENTER PARTNERS, L.P.
THIRD AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE

Preliminary Statement

CORO CENTER PARTNERS, L.P. was formed as a limited partnership under the laws of the State of Rhode Island (the "Partnership") pursuant to a limited partnership agreement dated March 7, 1986, by and between DOWNING POINT STREET, INC., a Rhode Island corporation, as the General Partner and BW Realty Holdings Partnership, a Rhode Island limited partnership, as the Initial Limited Partner, and a Certificate of Limited Partnership filed with the Rhode Island Secretary of State on March 4, 1986.

The limited partnership agreement was thereafter amended pursuant to the First Amended and Restated Agreement of Limited Partnership dated as of March 7, 1986, and filed with the Rhode Island Secretary of State on March 20, 1986 and pursuant to additional amendments to the agreement dated as of May 31, 1988 and to the certificate which was filed thereafter with the Rhode Island Secretary of State and the Second Amended and Restated Limited Partnership Agreement and Certificate filed with the Rhode Island Secretary of State on December 30, 1988 which: (i) changed the name of the Partnership from "167 Point Street Partners, L.P." to "CORO CENTER PARTNERS, L.P.", (ii) reflected the merger of DOWNING POINT STREET, INC. into DOWNING PROPERTIES, INC., a Rhode Island corporation, (iii) admitted DOWNING PROPERTIES, INC., as the General Partner of the Partnership, (iv) assigned the Limited Partner interest of L & N Management, Inc. a Nevada corporation, to the Partnership, (v) provided for the withdrawal of the Initial Limited Partner, (vi) admitted Richard P. Baccari to serve together with DOWNING PROPERTIES, INC., as the General Partners and (vii) admitted certain investors as Limited Partners.

The purpose of this Third Amended and Restated Limited Partnership Agreement and Certificate is as follows: (i) to provide for the admission of additional Limited Partners in 1989, (ii) to set forth the respective rights of the Limited Partners admitted in 1988 and those admitted in 1989 and (iii) to set out more fully the rights, obligations and duties of the General Partners and the Limited Partners by amending and restating the Limited Partnership agreement and certificate in its entirety.

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Now, therefore, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereby agree that the aforesaid First Amended and Restated Agreement of Limited Partnership and amended Certificate is hereby amended, and as so amended, is hereby restated in its entirety effective as of the filing hereof with the Rhode Island Secretary of State as follows:

ARTICLE I

Defined Terms

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

"Accountants" means Coopers & Lybrand or such other firm of certified public accountants as may be engaged by the General Partners.

"Admission Date" means the date on which an Investor is admitted to the Partnership as a Limited Partner.

"Advest" means Advest, Inc., a Delaware corporation which is the Managing Broker-Dealer for the Partnership.

"Affiliate" or "Affiliated Person" means any (i) General Partner, (ii) Limited Partner, (iii) member of the Immediate Family of any General Partner or Limited Partner, (iv) legal representative, successor or assignee of any person referred to in the preceding clauses (i) through (iii), (v) trustee of a trust for the benefit of any Person referred to in the preceding clauses (i) through (iii), (vi) Entity of which a majority of the voting interest is owned directly or indirectly by any one or more of the Persons referred to in the preceding clauses (i) through (v), (vii) Person who beneficially owns 15% or more of common stock of any corporate General or Limited Partner, or (viii) Person who is an officer, director, trustee, employee, stockholder (15% or more) or partner of any Entity or Person referred to in the preceding clauses (i), (ii), (iv), (vi) and (viii).

"Agreement" means this Third Amended and Restated Limited Partnership Agreement and Certificate as it may be further amended and/or restated from time to time.

"Appraiser" means a person who is a member in good standing of the American Institute of Real Estate Appraisers (or if such institute is not in existence at the time in question, a member of a successor or similar organization) and has a minimum of ten (10) years recent experience in appraising real estate.

"Authority" means The Rhode Island Industrial Facilities Corporation.

"Billings" means Billings & Co., Inc., a Connecticut corporation which is providing certain services to the Partnership.

"Building" means the buildings located on the Property.

"Capital Contribution" means the total amount of cash contributed or agreed to be contributed to the Partnership by each Partner (excluding interest, if any, payable on the Investor Note) as shown on the Schedule. Any reference in this Agreement to the Capital Contribution of a Partner shall include a Capital Contribution previously made by any prior Partner in respect to the Partnership Interest of such Partner.

"Cash Flow" means, with respect to any fiscal period, the cash revenues of the Partnership from all sources during such fiscal period including, without limitation, cash released from reserves (other than the Net Proceeds From An Extraordinary Event), less (i) all cash expenditures of the Partnership during such fiscal period, including debt service payments other than interest, if any, on Deficit Loans, and (ii) such reserves as may be established or augmented by the General Partners in their sole discretion.

"Certificate" means the certificate which the Partnership is required to file in accordance with the Uniform Act to evidence the existence of the Partnership and the rights, duties, and obligations of the Partners, including any amendments to such certificate.

"Class 88 Limited Partner(s)" mean those individuals and entities whose names are set forth on the Schedule as Class 88 Limited Partners.

"Class 89 Limited Partner(s)" mean those individuals and entities whose names are set forth on the Schedule as Class 89 Limited Partners.

"Class Contribution" means the aggregate paid in Capital Contributions of all members of a particular class of Partners. (For this purpose the General Partners, the Class 88 Limited Partners and the Class 89 Limited Partners shall each constitute a distinct class of Partners).

"Code" means the Internal Revenue Code of 1986, as amended from time to time, including all published rules, rulings (including private rulings) and regulations thereunder.

"Commitments" means the commitment of the Authority to issue bonds for the construction and permanent financing for the construction of the Garage and the rehabilitation of the Building at the Property and the commitment of the Mortgage Lender to buy the bonds.

"Consent of the Limited Partners" means the written consent or approval of the Limited Partners whose aggregate number of Units represent at least 51% of the number of Units of all Limited Partners; provided, however, that for purposes of determining whether a sufficient number of Limited Partners have consented to or approved a matter, each Unit held by a Partner in its capacity as a Class 89 Limited Partner shall be treated as 85.29411% of a Unit and each Unit held by a Partner in its capacity as a Class 88 Limited Partner shall be treated as 1 Unit.

"Credit Election Notice" means the notice given to the Limited Partners pursuant to Section 5.3 whereby the Limited Partners have the right to elect either to (i) retain their Interests without the benefit of any Section 5.1.B Payment or (ii) have their Interests purchased by the General Partners. Such notice shall include a current appraisal of the Property prepared by an Appraiser selected by the General Partners and all pertinent information concerning the debts and obligations of the Partnership.

"Debt Service" means only the monthly payment of principal and interest on the Mortgage Loan but not unpaid principal payable at maturity, whether at stated maturity or by acceleration.

"Deficit Advance Guaranty" means the obligation of the General Partners to make Deficit Loans to the Partnership through the period ending on the earlier of (i) sixty (60) months after the date on which the first tenant lease commences on any portion of the rehabilitated space at the Property and the tenant commences the payment of rent under such lease, or (ii) the date the Partnership has at least \$1,000,000 of working capital reserves and on a prospective annualized basis Net Operating Income of the Project available to pay Debt Service equal to at least 115% of the Partnership's then debt service requirements. Any advances and/or payments by Affiliates of the General Partners and any amounts paid or advanced by the General Partners and their Affiliates under any guarantee to any lender or creditor on behalf of the Partnership shall be treated as Deficit Loans up to the aggregate of \$3,000,000 and Excess Loans over \$3,000,000.

"Deficit Loans" means loans made by the General Partners and their Affiliates during the term of the Deficit Advance Guaranty to cover Operating Deficits pursuant to Section 6.10 hereof which shall bear interest at the Prime Rate and shall be payable solely as provided herein. The General Partners are not obligated to advance funds under the Deficit Advance Guaranty to the extent that any advance would cause the unpaid principal balance (exclusive of accrued interest) of the Deficit Loans to exceed \$3,000,000.

"Developer" means Downing.

"Downing" means The Downing Corporation, a Rhode Island corporation and an Affiliate of the General Partners.

"Entity" means a partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association.

"Event of Bankruptcy" means, with respect to any Person,

(i) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar laws, appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of his property, or ordering the winding-up or liquidation of such Person's affairs and continuance of any such decree or order unstayed and in effect for a period of 45 consecutive days, or

(ii) the commencement by such Person of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of such Person or for any substantial part of such Person's property, or the making by such Person of any assignment for the benefit of creditors, or the taking of action by such Person in furtherance of any of the foregoing.

"Excess Loans" means loans made by the General Partners in excess of the \$3,000,000 limitation on Deficit Loans, and any other loans made by the General Partners which do not cover Operating Deficits, which shall bear interest at the Prime Rate.

"Extraordinary Event" means the sale, refinancing, liquidation, casualty or condemnation of all or any substantial portion of the Partnership's Property.

"Financial Forecast" means the Financial Forecast included in the Offering Summary including the Note to Financial Forecast prepared by the Accountants.

"Forecasted Credit Base" means the allocation of \$24,934,054 of qualified rehabilitation expenditures, as defined in Section 48(g)(2) of the Code, that are forecasted to be allocated in the aggregate to the Limited Partners in the Financial Forecast.

"Garage" means the parking garage to be constructed on the Property.

"General Partner" or "General Partners" means any Person designated as a General Partner in the Schedule or any Person who becomes a Substitute 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 in the plural form shall include every such Person.

"General Partner Capital Contribution Payments" means the amounts, if any, contributed to the Partnership by the General Partners pursuant to Section 5.1.B. and which are repayable solely as provided in this Agreement. The first \$3,000,000 of any such payments shall be referred to as the "First Level General Partner Capital Contribution Payment" and any payments in excess of that amount shall be referred to as the "Excess General Partner Capital Contribution Payment".

"Immediate Family" means, with respect to any Person, such Person's spouse, parents, parents-in-law, descendants, nephews, nieces, brothers, sisters, brothers-in-law, sisters-in-law, children-in-law and grandchildren-in-law.

"Improvements" means the Garage to be constructed as part of the Project and the rehabilitation and construction work to be performed on the Building.

"Incentive Compensation" means compensation paid to Downing by the Partnership for services provided to the Partnership by the Management Agent for overseeing all aspects of the operation of the Project. The Incentive Compensation is equal to 30% of excess Cash Flow after Preferred Payments have been paid to the Limited Partners, as set forth in the Management Agreement.

"Installments" means the installments of a Limited Partner's Capital Contribution (excluding interest payable under the Partner's Investor Note) payable under the Investor Note.

"Interest" means the ownership interest of a Partner in the Partnership at any particular time specified in the Schedule.

"Investor Communication Agreement" means the agreement between the Partnership and Billings pursuant to which Billings will be paid the Investor Communication Fee.

"Investor Communication Fee" means the fee payable annually pursuant to the Investor Communication Agreement to Billings for its services in establishing systems for and facilitating communications between the Partnership and its Partners.

"Investor Note" means the promissory note executed by a Limited Partner payable to the Partnership which shall bear interest at 9 1/2% in the case of the Class 88 Limited Partners and 12% in the case of the Class 89 Limited Partners and which evidences the obligation of the Limited Partner to make deferred payments of the Limited Partner's Capital Contribution to the Partnership.

"Investor Note Lender" means any financial institution selected by the General Partners which will provide the Investor Note Loan.

"Investor Note Loan" means a loan received by the Partnership and secured by a pledge of the Investor Notes.

"Investor Service Agreement" means the agreement between the Partnership and Billings pursuant to which Billings will be paid the Investor Service Fee.

"Investor Service Fee" means the fee payable annually pursuant to the Investor Service Agreement to Billings by the Partnership for various services it has and will hereafter render to the Partnership.

"Limited Partner" or "Investor Limited Partner" or "Investor" means, those Persons who are listed in the Schedule as Class 88 Limited Partners and/or Class 89 Limited Partners, including Substitute Limited Partners, at the time of reference thereto in such Person's capacity as a Limited Partner of the Partnership.

"Loan Agreements" means the agreements between the Authority and the Partnership for the issuance of bonds for the construction of the Garage and for the construction and rehabilitation of the Building as part of the Project and the purchase of such bonds by the Mortgage Lender, which agreements will restrict and regulate the Partnership's conduct of its business.

"Lost Tax Credits" means (i) the amount by which the aggregate of the qualified rehabilitation expenditures, as defined in Section 48(g)(2) of the Code and which are treated under that provision as being attributable to a certified rehabilitation of a certified historic structure which (x) are allocated to the Limited Partners on the tax returns (including amendments) filed by the Partnership covering each fiscal year through the end of the fiscal period of the Partnership during which the rehabilitation work undertaken by the Partnership is fully completed is reduced as a result of any action by the Internal Revenue Service and/or (y) would otherwise have been allocated to the Limited Partners during such period but for any action by the Secretary of the Interior, in the aggregate exceeds 5% of the Forecasted Credit Base, (ii) multiplied by 20%.

"Management Agent" means Downing and any successor management agent for the Project.

"Management Agreement" means the agreement between the Partnership and the Management Agent pursuant to which the Management Agent is paid the Management Fee for the management of the Project and Incentive Compensation by the Partnership for the overseeing of all aspects of the Project. Pursuant to the Management Agreement, in the event that Downing is replaced as the Management Agent, the Management Fee shall terminate but the Incentive Compensation shall continue and Downing shall be responsible for overseeing the work of the successor Management Agent until Richard P. Baccari, Downing Properties, Inc. and/or their Affiliates have each Retired as a General Partner.

"Management Fee" means a base fee paid to the Management Agent pursuant to the Management Agreement for managing the day-to-day operations of the Project equal to 5% of the gross revenues of the Project.

"Managing Broker-Dealer" means Advest.

"Minimum Gain" means the amount determined by computing, with respect to each Partnership Non-Recourse Liability, the amount of gain, if any, that would be realized by the Partnership if it disposed of (in a taxable transaction) the property subject to such liability in full satisfaction of such liability, and by then aggregating the amounts so computed. Such computations shall be made in a manner consistent with Treas. Reg. Section 1.704-1T(b)(4)(iv)(c) under Section 704 of the Code.

"Mortgage Loan" means the loan provided by the Mortgage Lender to the Partnership.

"Mortgage Lender" means First Mutual Bank For Savings, a Massachusetts mutual savings bank.

"Net Operating Income" means that amount, if any, by which all revenues from the Project including without limitation rents, parking fees and other income exceeds all costs and expenses of operating the Project, including the Management Fee.

"Net Proceeds From An Extraordinary Event" means all cash receipts arising from an Extraordinary Event, less (i) the amount of cash applied by the General Partners in their sole discretion or to the extent required by any lender to the payment of debts and obligations of the Partnership other than debts or obligations of the Partnership specifically provided for in Section 10.7(a), (ii) the amount of cash paid or to be paid by the Partnership in connection with expenses associated with such Extraordinary Event (which shall include, with regard

to damage recoveries or insurance or condemnation proceeds, cash paid or to be paid in connection with repairs, replacements or renewals, in the discretion of the General Partners, relating to damage to or partial condemnation of the Project); and (iii) such amounts contributed to reserves.

"Offering" means the offering of Units pursuant to the Offering Summary.

"Offering Summary" means the Accredited Investor Offering Summary of Coro Center Partners, L.P., dated as of June 22, 1988, as amended from time to time.

"Operating Deficits" means the amount by which the costs and expenses attributable to the operation of the Property, including without limitation, taxes, Debt Service and capital expenditures, (other than payments due to a Partner and payments of principal and interest on the Investor Note Loan) computed annually exceed the cash (including any amounts held in reserves) available to pay such costs and expenses when due.

"Partner" or "Partners" means any or all of the General Partners and Limited Partners.

"Partner Non-Recourse Debt" means any Partnership liability (1) that is considered non-recourse under Treas. Reg. Section 1.1001-1 or for which the creditor's right to repayment is limited to one or more assets of the Partnership and (2) for which any Partner or Related Person bears the economic risk of loss.

"Partner Non-Recourse Debt Minimum Gain" means, with respect to any Partner, the sum of (a) the deductions attributable to Partner Non-Recourse Debt that have been allocated to such Partner and (b) the aggregate amount of distributions made to such Partner of proceeds of such debt that are allocable to an increase in minimum gain attributable to such debt (but only if such Partner or a Related Person bears the economic risk of loss for such debt) in excess of the sum of (c) such Partner's aggregate share of the net decreases in minimum gain attributable to such debt and (d) such Partner's share of the decreases in the minimum gain attributable to such debt resulting from revaluations of Partnership property subject to such debt. The net increase (or decrease) in the minimum gain that is attributable to Partner Non-Recourse Debt equals the sum of (i) any increase (or decrease) in the net increase in Partnership minimum gain during a year that would result if such Partner Non-Recourse Debt were treated as a Partnership Non-Recourse Liability and (ii) any decrease (or increase) in the net decrease in Partnership minimum gain during a year that would result if such Partner Non-Recourse Debt were treated as a Partnership Non-Recourse Liability.

"Partnership Non-Recourse Liability" means any Partnership liability (or portion thereof) for which no Partner or Related Person bears the economic risk of loss as defined in Treas. Reg. Section 1.704-1T(b)(4)(iv)(k)(3).

"Partnership" means the limited partnership governed by this Agreement as said limited partnership may from time to time be constituted and amended.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, 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.

"Preferred Payment" means a preferred, cumulative distribution which is to be paid to the Limited Partners as a group through 1991 and is equal to \$46,042 with respect to the period from July 29, 1988 through December 31, 1988, \$318,750 with respect to 1989, \$531,250 with respect to 1990 and \$743,750 with respect to 1991 and which thereafter will be paid at the rate of 8.5% per annum on \$10,000,000.

"Prime Rate" means the National Prime Rate published from time to time by the Wall Street Journal and if it publishes more than one such rate it shall be the highest of the rates so published and if such a rate is not published it shall mean the rate of interest designated from time to time by The First National Bank of Boston, Boston, Massachusetts, or its successors, as being its prime rate of interest.

"Profits" and "Losses" means the taxable income and losses, and each item of income, gain, loss, deduction or credit entering into the computation thereof, as determined in accordance with the accounting methods followed by the Partnership for federal income tax purposes and the applicable provisions of Section 704 of the Code.

"Project" means the Property, Building and Improvements.

"Property" means the parcel of land owned by the Partnership and described on Exhibit 1 attached hereto.

"Qualified Income Offset Item" means (1) an allocation of loss or deduction that, as of the end of each year, reasonably is expected to be made (a) pursuant to Section 704(e)(2) of the Code to a donee of an interest in the Partnership, (b) pursuant to Section 706(d) of the Code as the result of a change in any Partner's Interest, and (c) pursuant to Treas. Reg. Section 1.751-1(b)(2)(ii) as the result of a distribution by the Partnership of unrealized receivables or inventory items and

(2) a distribution that, as of the end of such year, reasonably is expected to be made to a Partner to the extent it exceeds offsetting increases to such Partner's capital account which reasonably are expected to occur during or prior to the Partnership taxable year in which such distribution reasonably is expected to occur.

"Qualified Person" means a Person who (i) is acceptable to the Authority and the Mortgage Lender (to the extent their approval is required by the Loan Agreements); (ii) has a demonstrated ability to manage property similar to the Project; (iii) is of good character; and (iv) has a net worth which together with the net worths of any other General Partners equals the greater of (1) \$3,000,000 or (2) the amount needed to preclude the Partnership from being taxed under the Code as an association taxable as a corporation.

"Related Person" means a Person related to a Partner by virtue of a relationship specified in Section 167(b) or Section 707(b) of the Code (without modification by Section 267(e)(1), by applying 80% or more for 50% or more wherever it appears, disregarding Section 267(f)(1)(A) and excluding brothers and sisters from members of one's family).

"Retired General Partner" means a General Partner who is Retired.

"Retirement" or "Retired" means as to a General Partner, the occurrence of death, adjudication of insanity or incompetence, Event of Bankruptcy, dissolution and voluntary or involuntary withdrawal from the Partnership for any reason and as to Downing Properties, Inc. any event which causes Richard P. Baccari, Charles L. White and the Immediate Family of each of such individuals and the estate and any trust organized principally for the benefit of any one or more of such parties, to own in the aggregate stock representing less than 51% of the equity of the corporation or less than 51% of the voting power with respect to such corporation. Involuntary withdrawal shall occur whenever a General Partner may no longer continue as a General Partner by law or pursuant to any terms of this Agreement.

"RIGHA Lease" means the agreements between the Partnership and Rhode Island Group Health Association, a Rhode Island non-profit organization (RIGHA), for the lease of space at the Project, including any amendments or supplements to such agreements that may be hereafter entered into.

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

"Second Level Preferred Payment" means a preferred, cumulative distribution which is to be paid to the Class 89 Limited Partners as set forth in Section 10.7 and is to be equal on an annual basis to 8.5% of \$1,000,000 and is subject to the adjustments set forth in Section 10.7.

"Selling Agreement" means the agreement between the Partnership and the Managing Broker-Dealer pursuant to which the Managing Broker-Dealer is to be paid an 8% commission fee by the Partnership for selling the Units.

"State" means the State of Rhode Island.

"Subscription Agreement" means the Subscription Agreement executed by a Limited Partner to purchase Units.

"Substitute Limited Partner" means any Person who is admitted to the Partnership as a Limited Partner under the provisions of Section 8.3.

"Successor General Partner" means a Person who succeeds to a General Partner Interest of a General Partner of the Partnership in accordance with the terms and conditions of this Agreement.

"Syndicating Agent Agreement" means the agreement between Billings and the Partnership pursuant to which the Partnership retained Billings for certain financial and consulting services in consideration of the payment to Billings of the Syndicating Agent Fee.

"Syndicating Agent Fee" means the fee paid to Billings by the Partnership for its financial and consulting services pursuant to the Syndicating Agent Agreement.

"Title Policy" means each title insurance policy and any title insurance commitment issued to the Partnership with respect to any portion of the Property.

"Turnkey Development Contract" means the turnkey contract between the Partnership and the Developer which provides for the construction of the Garage, the rehabilitation and the construction of certain improvements (including budgeted tenant fit-up) to the Building at the Property, and which provides that the Developer is responsible for certain construction period expenses and is entitled to reimbursement for certain expenses incurred prior to the execution of this contract and the Developer's profit with respect to the rehabilitation work performed on behalf of the Partnership.

"Uniform Act" means the Uniform Limited Partnership Act of the State.

"Unit" means a unit of interest as a Limited Partner as either a Class 88 Limited Partner or a Class 89 Limited Partner or as a Substitute Limited Partner and shall represent a Capital Contribution of \$250,000 as set forth herein.

ARTICLE II

Formation; Name; and Purpose

Section 2.1. Formation

The parties to this Agreement hereby agree to continue the limited partnership known as Coro Center Partners, L.P. formed pursuant to the provisions of the Uniform Act.

Section 2.2. Name and Office

The Partnership shall continue to be conducted under the name and style of Coro Center Partners, L.P. The Partnership's agent for service of process shall be Downing Properties, Inc. The principal office of the Partnership and the address of its agent for service of process shall be 90 Westminster Street, Providence, Rhode Island 02903. The General Partners may at any time change such agent or the location of such office and shall give due notice of any such change to the Limited Partners.

Section 2.3. Purpose

The purpose of the Partnership is to acquire, build upon, rehabilitate, construct, improve, own, maintain, operate, lease, sell and otherwise deal with the Project. The Partnership shall not engage in any other business or activity.

Section 2.4. Authorized Acts

In furtherance of its purposes, but subject to all other provisions of this Agreement including, but not limited to, ARTICLE III, the Partnership is hereby authorized:

A. 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.

B. To construct, build upon, rehabilitate, operate, maintain, finance and improve, and to own, sell, convey, assign, pledge, mortgage or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

C. 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 mortgage, pledge, assignment or other lien on the Property or any other assets of the Partnership, including the Capital Contributions of the Limited Partners.

D. In accordance with Section 3.3 hereof, to prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness created pursuant to the Loan Agreements and any other loans affecting the Partnership or its Property and in connection therewith to execute any extensions, renewals, or modifications of such indebtedness or such loans.

E. To employ Persons, including Affiliated Persons, to manage the Property and to provide various other services to the Partnership, and to pay reasonable compensation for such services.

F. To enter into and perform contracts of any kind, including contracts with Affiliated Persons, in furtherance of the purposes of the Partnership, specifically including, but not limited to, the execution and delivery of any agreements, certificates, instruments or documents required by the Authority, the Mortgage Lender, the Investor Note Lender or any other lenders in connection with the construction, rehabilitation, development, improvement, maintenance and operation of the Project and the refinancing of any indebtedness of the Partnership, including, but not limited to, transfer of the title of the Project to the Authority pursuant to the terms of the Loan Agreements.

G. To execute leases of all or any portion of the Property, including, without limitation, the RIGHA Lease.

H. 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.

I. To compromise to the extent permitted by the Investor Note Lender the obligation of a Partner to make a capital contribution to the Partnership and any interest payable with respect to such obligation and to seek a return of money or property distributed to a Partner which was in violation of any applicable law.

Section 2.5. Term and Dissolution

The Partnership shall continue in full force and effect until December 31, 2036, on which date it shall be dissolved,

except that the Partnership shall be dissolved prior to such date upon the happening of any of the following events:

A. The sale or other disposition of all or substantially all of the assets of the Partnership and receipt by the Partnership of the purchase price in full and in cash,

B. The Retirement of a General Partner if, thereafter, no General Partner remains, and the Partnership is not reconstituted with a successor General Partner pursuant to Section 7.2,

C. The election to dissolve the Partnership made in writing by the General Partners with the Consent of the Limited Partners, or

D. Dissolution by judicial order in accordance with the Uniform Act.

Upon dissolution of the Partnership, the General Partners (or their trustees, receivers, successors, or legal representatives) shall cause the cancellation of the Partnership's Certificate as then in force, and shall, unless the Partnership is reconstituted pursuant to Section 7.2, liquidate the Partnership assets and apply and distribute the proceeds thereof in accordance with Section 10.7; provided, however, such dissolution shall not cause a termination of the Partnership's business except as provided in this Agreement. Notwithstanding the foregoing, in the event that the General Partners in their sole discretion shall determine that an immediate sale of part or all of the Partnership's assets would cause undue loss to the Partners, then the General Partners, in order to avoid such loss, may either (i) defer liquidation of, and withhold from distribution for a reasonable time, any assets of the Partnership except those necessary to satisfy the Partnership's debts and obligations or (ii) distribute the assets to the Partners in kind.

ARTICLE III

Financing

Section 3.1. General Borrowing

Subject to the provisions of this Agreement, the Partnership shall borrow whatever amounts may be required for the development, rehabilitation and construction of the Project and to meet the expenses of operating the Project and shall, to the extent necessary or desirable, secure the same by a pledge of the Partnership's assets pursuant to such documents as the Authority, the Mortgage Lender, the Investor Note Lender and any other lenders may require.

The Partnership may pledge the Investor Notes, if any, representing the deferred Capital Contributions of the Limited Partners electing to pay their contributions in Installments to secure funds for the Partnership.

The General Partners are specifically authorized, except as otherwise limited in this Agreement, to execute such documents as they deem necessary in connection with the construction, rehabilitation, development and financing of the Project including without limiting the generality thereof, the Loan Agreements.

The Partnership may also refinance any loans for the construction of the Garage and the rehabilitation of the Building as part of the Project and any loan secured in whole or in part by all or any portion of the Property, including without limiting the generality thereof, any indebtedness created pursuant to the Loan Agreements.

Section 3.2. Loan Agreements

Any loan agreements and any other documents required by any lender shall be binding upon and shall govern the rights and obligations of the Partners, their heirs, executors, administrators, successors and assigns so long as the Property is subject to the terms of any such agreements or documents.

ARTICLE IV

Partners; Capital

Section 4.1. General Partners

The General Partner of the Partnership is Downing Properties, Inc. and by his execution of this Agreement Richard P. Baccari is admitted as and shall be a General Partner of the Partnership and the interest in the Partnership and the Capital Contribution of each General Partner is as set forth on the Schedule.

Section 4.2. Limited Partners

A. The identity of the Limited Partners and their respective Interests in the Partnership is as set forth on the Schedule. As set forth in Section 5.1.A., the General Partners shall have the right, with the consent of Billings but without the Consent of the Limited Partners, but solely with respect to any Unit or any portion of a Unit acquired from the Partnership after December 31, 1988: (a) to change the total amount of the Capital Contribution with respect to any such Unit and/or the cash payment required on the date of purchase of any such Unit; and (b) to change the number of Installments and/or the amounts of such Installments, which Installments will be represented by an Investor Note.

B. The General Partners shall have the right to admit Limited Partners at one or more Admission Dates who shall, acquire in one or more closings up to 44 Units of Interest as Limited Partners at \$250,000 each (subject to reduction if Advest waives in whole or in part its commissions). The General Partners shall not cause the Partnership to issue more than 40 Units of Interest to the Limited Partners without the approval of Limited Partners owning at least 80% of the outstanding Units, provided that this Section 4.2.B shall not be construed to restrict or otherwise affect the General Partners' right to admit Substitute Limited Partners under Section 5.2 or 8.3 or the General Partners' right to admit as additional Limited Partners any persons who shall have agreed to acquire from the General Partners the Interest of any Limited Partner purchased by the General Partners pursuant to Section 5.3.

C. Each Limited Partner hereunder and all incoming Limited Partners, by virtue of their execution of this Agreement (or a counterpart hereof also accepted by one of the General Partners), shall be bound by the provisions of this Agreement, and any other documents affecting the Partnership to the same extent and on the same terms as all other Limited Partners.

D. Upon the admission of any additional Limited Partners, the Schedule shall be amended to reflect the names, addresses and Capital Contributions of such additional Limited Partners, and an amendment to the Certificate, reflecting such admission shall be filed pursuant to the Uniform Act. Each additional Limited Partner shall become signatory hereto by signing two conformed counterparts of this Agreement in such a manner as the General Partners shall determine, and, by so signing, such Limited Partner shall be deemed to have adopted and to have agreed to be bound by all of the provisions of this Agreement, provided, however, that no such counterpart shall be binding until it has been accepted by one of the General Partners.

E. The General Partners may, in their sole discretion, admit Limited Partners who purchase less than a whole Unit, as set forth in the Offering Summary.

Section 4.3. Partnership Capital

A. The capital of the Partnership shall be the aggregate amount of the Capital Contributions of the Partners as set forth on the Schedule. The original capital account of each Partner shall be the amount of such Partner's paid-in Capital Contribution as set forth on the Schedule. The Schedule shall be amended from time to time to reflect the withdrawal or admission of Partners, any changes in the Partnership Interest held by a Partner arising from the transfer of a Partnership

Interest to or by such Partner, any change in the amounts to be contributed or agreed to be contributed by any Partner, and the distribution of capital to the Partners as provided herein.

B. The Capital Contribution of the General Partners shall be the amount set forth on the Schedule.

C. The Capital Contribution of each Limited Partners shall be the amount set forth opposite its name on the Schedule

Section 4.4. Withdrawal of Capital

Except as may be specifically provided in this Agreement, no Partner shall have the right to withdraw from the Partnership all or any part of its Capital Contribution or to demand and receive property (other than cash) of the Partnership in return for its Capital Contribution.

Section 4.5. Liability of Limited Partners

A Limited Partner shall be liable only to make payments in an amount equal to the Limited Partner's Capital Contribution as and when due hereunder and if the Limited Partner executed an Investor Note, the interest payable on such Note. Except as may be provided in Sections 5.3 and 13.17, no General Partner shall be personally liable for the repayment of the Capital Contribution of any Limited Partner.

ARTICLE V

Capital Contributions of the Limited Partners

Section 5.1. Payments

A. Payment of Capital Contributions. The aggregate Interest of the Limited Partners in the Partnership shall be divided into 44 Units; 16.8 Class 88 Limited Partner Units and 27.2 Class 89 Limited Partner Units. Each Limited Partner admitted to the Partnership shall make a Capital Contribution in cash to the Partnership equal to the product of the number of Units, including fractions thereof, subscribed to by such Partner times Two Hundred Fifty Thousand (\$250,000) Dollars (subject to reduction if Advest waives in whole or in part its commissions). A Limited Partner may pay the Limited Partner's Capital Contribution in cash on the Limited Partner's admission as a Limited Partner to the Partnership or may elect to pay a portion of the Limited Partner's Capital Contribution in cash on the Limited Partner's admission to the Partnership and pay the balance of the Limited Partner's Capital Contribution in five (5) Installments which shall be represented by an Investor Note. In the event a Class 88 Limited Partner elected to pay the Class 88 Limited Partner's Capital Contribution in Installments, the payments exclusive of interest are payable as follows:

On Admission. \$62,500 per Unit on the date on which the Limited Partner is admitted to the Partnership.

Installment 2. \$62,500 per Unit on July 1, 1989.

Installment 3. \$62,500 per Unit on July 1, 1990.

Installment 4. \$62,500 per Unit on July 1, 1991.

For Class 89 Limited Partners who elect to pay their Limited Partner Capital Contributions in Installments, the payments exclusive of interest shall be payable as follows:

On Admission. \$52,500 per Unit on the date on which the Class 89 Limited Partner is admitted to the Partnership.

Installment 2. \$52,500 per Unit on February 1, 1990.

Installment 3. \$72,500 per Unit on February 1, 1991.

Installment 4. \$72,500 per Unit on February 1, 1992.

In the event Advest waives in whole or in part its right to receive commissions on the sale of a Unit, thereby resulting in a Unit being sold for less than Two Hundred Fifty Thousand (\$250,000) Dollars, such Unit shall be treated for all purposes as if the Unit were purchased by the Limited Partner for Two Hundred Fifty Thousand (\$250,000) Dollars. The General Partners shall have the right, with the consent of Billings but without the Consent of the Limited Partners, but solely with respect to any Unit or any portion of a Unit acquired from the Partnership after December 31, 1988: (a) to change the total amount of the Capital Contribution with respect to any such Unit and/or the cash payment required on the date of purchase of any such Unit; and (b) to change the number of Installments and/or the amounts of such Installments, which Installments will be represented by an Investor Note.

B. Repayment of Capital Contributions. In the event that there are Lost Tax Credits, the General Partners shall cause the Partnership to distribute in cash to each Limited Partner such Limited Partner's pro rata share of the Lost Tax Credits. The General Partners shall (i) promptly contribute cash in an amount equal to the Lost Tax Credits as a General Partner Capital Contribution Payment and (ii) cause the Partnership to promptly pay to each Limited Partner an amount equal to such Limited Partner's pro rata share of the Lost Tax Credits.

The obligation of the General Partners, however, to make the General Partner Capital Contribution Payments (i) is subject to the right of the General Partners pursuant to Section 5.3, in the event the Lost Tax Credits are attributable

to certain actions by the Secretary of Interior, to give the Limited Partners as a group the right, in lieu of receiving payments pursuant to this Section 5.1.B, to (1) have their Interests purchased by the Partnership or (2) retain their Interests and to forego their right to any payment pursuant to this Section 5.1.B; and (ii) shall not arise until the General Partners have diligently pursued and have exhausted all prudent appeals with respect to the Internal Revenue Service action resulting in the Lost Tax Credits. Further, no payment shall be made pursuant to this Section 5.1.B to a Limited Partner who is a Defaulting Limited Partner, so long as such default is not cured. Anything herein to the contrary notwithstanding, no payment to the Limited Partner pursuant to this Section 5.1.B shall be required if the Limited Partners in the aggregate are allocated at least 95% of the Forcasted Credit Base.

C. Investor Notes. The obligation of a Limited Partner electing to pay the Limited Partner's Capital Contribution in Installments shall be evidenced by an Investor Note. Each Investor Note shall further provide that in the event of a default which is not cured within 30 days after written notice of the default from the General Partners, the entire amount of the unpaid balance of the Limited Partner's Capital Contribution shall, at the holder's option, become immediately due and payable. A Limited Partner without the imposition of a prepayment or other penalty may prepay one or more Installments in whole at any time prior to the due date for such Installment(s). Any payment made by a Limited Partner with respect to the Investor Note Loan (i) shall be treated as unpaid interest due with respect to such Limited Partner's Investor Note to the extent of any accrued but unpaid interest due on its Investor Note and (ii) the balance of such payment shall reduce the principal balance of the Limited Partner's Investor Note and shall be treated as a Capital Contribution by the Limited Partner which reduces the outstanding amount of the Limited Partner's Capital Contribution owed to the Partnership pursuant to Section 5.1.A.

Section 5.2. Defaults

In the event any Limited Partner fails to pay any Installment of the Limited Partner's Capital Contribution on or prior to the time therefor set forth in Section 5.1, the Limited Partner shall be deemed to be in default hereunder (the "Defaulting Limited Partner").

Upon the occurrence of such default and the failure to cure same within 30 days after written notice of such default from the General Partners, the General Partners may declare that the full amount of the Defaulting Limited Partner's Capital Contribution including future Installments thereof, shall be immediately due and payable to the Partnership and the General Partners may offer the Interest owned by such Limited Partner

for sale or may for the General Partners' own account or on behalf of the Partnership purchase the Interest of the Defaulting Limited Partner for a purchase price (the "Purchase Price") equal to 80% of the paid-in Capital Contribution of the Defaulting Limited Partner less the sum of the following items: (i) 40% of the losses of the Partnership for federal income tax purposes previously allocated to the Defaulting Limited Partner under ARTICLE X, (ii) 100% of all cash distributions, including distributions of other than Cash Flow, (iii) 100% of all investment tax credits allocated to the Defaulting Limited Partner, (iv) all reasonable expenses incurred by the Partnership or the acquiring Partner in connection with such purchase; and (v) accrued interest on the unpaid Capital Contribution of the Defaulting Limited Partner.

If the General Partners or their Affiliates exercise their option to purchase any portion of the Interest of a Defaulting Limited Partner they shall either (i) purchase such Interest for their own account with the right to resell such Interest on such terms as they in their sole discretion may determine, in which case the General Partners or their Affiliates shall be obligated to pay to the Partnership the amount of the Defaulting Limited Partner's unpaid Capital Contribution in accordance with the original payment schedule, or (ii) purchase such Interest for the Partnership's account, in which case the General Partners shall not be liable for any obligations of the Defaulting Limited Partner to the Partnership and shall use their best efforts to resell such Interest on terms which they deem to be in the Partnership's interest. If the General Partners or their Affiliates elect to purchase any portion of the Interest of the Defaulting Limited Partner for their own account, then for purposes of sharing Profits, Losses and distributions, any portion of the Interest of any Defaulting Limited Partner acquired by the General Partners or their Affiliates pursuant to this Section 5.2 shall be deemed to belong to them as the Interest of a Limited Partner. If the Interest of a Defaulting Limited Partner is purchased either for the account of the Partnership or for the account of the General Partners or their Affiliates and such Interest is sold within six (6) months of the date of such purchase for an amount in excess of 110% of the amount paid to acquire such Interest and the reasonable costs incurred to acquire and to sell such Interest, the excess shall be paid to the Defaulting Limited Partner.

In addition to the Purchase Price hereinabove stated, each purchaser (other than the Partnership) of any Interest of a Defaulting Limited Partner shall also (i) pay to the Partnership the purchasing Limited Partner's pro-rata share of the Installment as to which the default occurred and all reasonable expenses incurred by the Partnership in connection with such purchase and (ii) agree in writing to assume all other obligations of the Defaulting Limited Partner, if any, to

the Partnership including the purchasing Limited Partner's pro-rata share of any additional Installments.

Notwithstanding the foregoing, the obligations of the Defaulting Limited Partner to the Partnership hereunder shall not be extinguished by the existence of any such options, or by the exercise thereof, but only by, and to the extent of, the payment by any successor-in-interest of the Defaulting Limited Partner's unpaid Capital Contribution. Any distributions pursuant to ARTICLE X hereof in respect of the Interest of the Defaulting Limited Partner, if such Interest is not purchased by the General Partners or their Affiliates for their own account, shall be applied first to interest on the defaulted amount and then to the defaulted amount until the default is cured. Further, the Profits and Losses, in respect of the Interest of the Defaulting Limited Partner from the first day of the Partnership's fiscal year in which such default occurs, shall be allocated to the General Partners until such Interest is purchased by the exercise of the option herein provided and then to the purchaser(s). The General Partners may, at any time, waive payment of interest due by a Defaulting Limited Partner or a purchaser of such Limited Partner's Interest.

Each General Partner, including the President, Executive Vice President, Senior Vice President, any Vice President, Treasurer, Secretary or any assistant Secretary of any corporate General Partner is hereby constituted, and empowered be each Defaulting Limited Partner to act alone, as the attorney-in-fact of each such Defaulting Limited Partner, with authority to execute, acknowledge, swear to, and deliver such instruments of assignment and other related documents on behalf of such Defaulting Limited Partners as may be necessary or appropriate to effect the transfer of such Defaulting Limited Partner's Interest under this Section 5.2.

Notwithstanding the foregoing, the General Partners, between the date of the default by the Defaulting Limited Partner and the date the purchase price for the Interest of the Defaulting Limited Partner is tendered hereunder, shall have the right (but not the obligation), in their sole discretion, to accept full payment from the Defaulting Limited Partner of the Installment as to which the Default occurred.

Exercise of the option provided by this Section 5.2 shall be suspended during any period in which exercise thereof would cause a termination of the Partnership referred to in Section 13.1. For purposes of this Section 5.2 interest shall be determined by reference to the rate specified in Section 5.1.C.

In addition to commencing the procedure provided for in this Section 5.2, the General Partners may pursue any and all available legal remedies against the Defaulting Limited Partner in order to collect the amount owing from the Defaulting Limited Partner to the Partnership.

Nothing in this Section 5.2 shall prohibit or restrict the Investor Note Lender from pursuing any remedy legally available to it upon a default by a Limited Partner of the Limited Partner's obligations pursuant to the Investor Note.

Section 5.3. Loss of Historic Certification as a Result of Action of Department of Interior

In the event that the General Partners become obligated to make the Section 5.1.B payment (the "Section 5.1.B Payment") to the Partnership as a result of a determination by the Secretary of the Interior which results in action by the Internal Revenue Service or otherwise results in the aggregate tax credit available to the Limited Partners being less than 95% of the forecasted amount, the General Partners (after having devoted their best efforts with respect to avoiding such determination and their best efforts in pursuing all appropriate appeals to such determination) may (a) make the Section 5.1.B Payment or (b) elect in lieu of making the Section 5.1.B Payment to notify the Limited Partners in writing that the General Partners have elected not to make the Section 5.1.B Payment and that the Limited Partners have the right to elect either to (i) retain their Interests without the benefit of any Section 5.1.B Payment or (ii) have their Interests purchased in cash by the General Partners for an amount equal to the aggregate of their paid-in Capital Contributions (reduced by any prior payments pursuant to Section 5.1.B hereof), plus interest paid on the Investor Notes and interest on such sum computed at the Prime Rate (the "Section 5.3 Purchase Price"). Such notice shall be provided by means of the Credit Election Notice. Any Limited Partner which does not within 90 days of the mailing of the Credit Election Notice by the General Partners give the General Partners notice in writing of its election to have its Interest purchased for the Section 5.3 Purchase Price shall be deemed to have elected to retain its Interest in the Partnership without benefit of the Section 5.1 B Payment. Unless Limited Partners owning more than 66 2/3% of the then outstanding Units give written notice to the General Partners of their election to have the General Partners purchase the Interests of all the Limited Partners for an amount equal to the Section 5.3 Purchase Price, all the Limited Partners shall be deemed to have elected to retain their Interests. In the event the election is made by the Limited Partners (since more than 66 2/3% of the Limited Partners have so elected) to sell the Interests of all Limited Partners to the General Partners, the Interests of all Limited Partners shall be purchased by the General Partners and the closing shall occur within 90 days after the date of such election and thereafter the Interest as a Limited Partner of each Limited Partner shall terminate and no Limited Partner shall have any further obligation to pay any subsequent Installment of its Capital Contribution. Neither the General Partners nor any Affiliated Person shall be liable to the Limited Partners for any taxes imposed on the Limited

Partners as a result of such purchase or for any loss of tax benefits by reason thereof.

ARTICLE VI

Rights, Powers and Duties of the General Partners

Section 6.1. Restrictions on Authority

The General Partners shall have no authority to perform any act in violation of any applicable laws and regulations, or, except as specifically set forth in Sections 7.1 and 8.5, to do any act required to be approved or ratified by the Limited Partners under the Uniform Act which is not so ratified or approved. The General Partners shall not have any authority to do any of the following acts on behalf of the Partnership without the Consent of the Limited Partners:

- (1) following completion of construction of the Garage and the rehabilitation of the Building as part of the Project, to construct any new capital improvements, or to replace any existing capital improvements, which construction or replacement would substantially alter the character or use of the Property; or
- (2) to refinance any debt or obligation of the Partnership; or
- (3) to acquire in the name of the Partnership any real property in addition to the Property other than to complete the construction of the Garage and the rehabilitation of the Building or as may be necessary to secure compliance with all zoning ordinances or regulations applicable to the Project or easements and minor rights incidental to the Project; or
- (4) to sell, lease or convey all or any substantial portion of the Project.

Notwithstanding the foregoing, the General Partners shall not be required to obtain the Consent of the Limited Partners to (i) lease space within the Project to tenants in the normal course of operations including, without limitation, to enter into, execute and deliver the RIGHA Lease and all amendments or modifications thereof, (ii) lease concessions or facilities related to the operation of the Project, (iii) to refinance any one or more of the obligations of the Partnership so long as any new debt does not exceed the aggregate of the amount of the obligation refinanced and any and all amounts paid other than to Affiliates directly and indirectly with respect to such refinancing, (iv) to borrow from time to time on an interim basis funds for Partnership purposes pending completion of the

Offering, (v) transfer title to the Project to the Authority pursuant to the terms of the Loan Agreements or (vi) execute pursuant to the authority and power of attorney granted by each Limited Partner under the Limited Partner's Subscription Agreement an agreement on behalf of the Limited Partner pursuant to which the Limited Partner assumes personal liability for such Limited Partner's pro rata share of the Investor Note Loan.

Section 6.2. Personal Services

Any Partner may engage independently or with others in other business ventures of every nature and description, including, without limitation, the ownership, operation, management, syndication and development of real estate, and neither the Partnership nor any Partner shall have any rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom.

Section 6.3. Business Management and Control

The General Partners shall have the exclusive right to manage the business of the Partnership. 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 Partners hereby consent to the exercise by the General Partners of the powers conferred on them by this Agreement. No Limited Partner (except one who may also be a General Partner, and then only in the Limited Partner's capacity as a General Partner) shall have any authority or right to act for or to bind the Partnership. All Partners hereby acknowledge and agree that Downing Properties, Inc. one of the General Partners, shall act as the "Tax Matters Partner", pursuant to the Code in connection with any audit of the federal income tax returns of the Partnership. The Partnership may engage the Accountants to assist the Tax Matters Partner in discharging its duties hereunder. The Tax Matters Partner, without the Consent of the Limited Partners shall not (i) file any refund action in any United States District Court or in the United States Claims Court or (ii) enter into any closing agreement or binding settlement, with respect to any income tax adjustment or deficiency proposed or made by the Internal Revenue Service with respect to the Partners in their capacity as partners of the Partnership, provided, no Consent of the Limited Partners shall be required to the extent it relates to an adjustment of the tax credits claimed with respect to the Project if the General Partners are and will be obligated to make a payment to the Limited Partners pursuant to Section 5.1.B.

Section 6.4. Delegation of General Partner Authority

If there shall be more than one General Partner serving hereunder, each General Partner may from time to time, by an instrument in writing delegate all or any of the General Partner's powers or duties hereunder to the other General Partner(s). Such writing shall fully authorize such other General Partner(s) to act alone without the requirement of any act or signature of the other delegating General Partner, to take any action of any type and to do anything and everything which the General Partner(s) may be authorized to take or do hereunder, and specifically, without limitation of such authority, to execute, sign, seal and deliver in the name and on behalf of the Partnership;

(i) any note, mortgage, certificate or other instruments or documents required by the Authority or the Mortgage Lender or the Investor Note Lender or any other creditor or regulatory authority from time to time in connection with the rehabilitation, ownership, construction, development, financing and operation of the Project,

(ii) any deed, lease, mortgage, mortgage note, bill of sale, contract, assignment or any other instrument purporting to convey or encumber the real or personal property of the Partnership, and required or contemplated by any agreement with respect to any loan to the Partnership.

(iii) any and all agreements, contracts, documents, and instruments whatsoever involving the construction, rehabilitation, development, management, maintenance and operation of the Project, including the employment of such persons as may be necessary therefor, and

(iv) any and all instruments, certificates or documents requisite to carrying out the intention and purpose of this Agreement, including, without limitation, the filing of all business certificates, Certificates of Limited Partnership, all amendments thereto and documents required by the Commitments, the Authority or the Mortgage Lender or the Investor Note Lender or any other creditor deemed advisable by the General Partners in connection with any financing or refinancing.

Any such delegation shall not relieve the General Partner making such delegation of the General Partner's obligations under this Agreement.

Every agreement, contract, deed, mortgage, note, assignment, lease and other document, certificate or instrument

executed by any General Partner(s) so authorized shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof (a) this Partnership was in existence, (b) this Agreement had not been terminated or cancelled or amended in any manner so as to restrict such authority (except as shown in certificates or other instruments duly filed in the Office of the Secretary of State of the State or other office where the Certificate and any or all amendments thereto is filed and/or recorded), and (c) the execution and delivery of such instruments were authorized by all of the General Partners. Any person dealing with the Partnership or the General Partners may always rely on a certificate signed by the General Partners hereunder:

(i) as to who are the General Partners or Limited Partners hereunder;

(ii) as to the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the General Partners or in any other manner 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 this 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.

Section 6.5. Duties and Obligations

A. The General Partners shall use their best efforts in taking all actions which may be necessary or appropriate for the construction, rehabilitation and development of the Project and the proper maintenance and operation of the Project in accordance with the provisions of this Agreement, and applicable laws and regulations. The General Partners shall devote to the Partnership such time as may be necessary for the proper performance of their duties.

B. The General Partners shall use their best efforts to obtain and keep in force during the term of the Partnership fire and extended coverage, worker's compensation and public liability insurance and such other required insurances in favor of the Partnership in such companies and in such amounts as shall be satisfactory to its lenders and otherwise prudent.

C. The General Partners shall use their best efforts to take all reasonable legal and administrative action consistent with this Agreement and the rights of the Partners hereunder

necessary so that the Partnership will at all times be taxable as a partnership and not as an association taxable as a corporation for federal income tax purposes.

D. The General Partners shall guarantee to the Partnership that the Project will be completed which guaranty will be on substantially comparable terms and conditions as required by the Mortgage Lender.

Section 6.6. Representation and Warranties

The General Partners hereby represent and warrant to each Limited Partner that the following statements are true as of the date hereof:

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

(ii) No default (or event which, with the giving of notice or the passage of time or both, would constitute a default) has occurred and is continuing under this Agreement or any of the agreements with the Authority and/or the Mortgage Lender and/or the Investor Note Lender affecting the Project, or under the RIGHA Lease and the same are in full force and effect according to their respective terms.

(iii) No Limited Partner has any personal liability with respect to the payment of the debt created by the Loan Agreements, other than as to the Limited Partner's share of the Investor Note Loan.

(iv) No Partner has any personal liability with respect to the payment of any debt to be secured by the Property, other than guarantees by the General Partners of the principal of any such debt.

(v) The Partnership owns a good, record and marketable fee simple title in the Property subject to no liens (other than those covered by a lien bond for the Property), or encumbrances other than those which are either created or permitted by the lenders of the Partnership or are noted or excepted in the Title Policy for the Property.

(vi) The execution and delivery of this Agreement and all instruments and the performance of all acts heretofore or hereafter made or taken or to be made or taken pertaining to the Partnership or the Property by each General Partner or Affiliated Person which is a corporation have been or will be duly authorized by all necessary

corporate or other action and the consummation of any such transactions with or on behalf of the Partnership does not and will not constitute a breach or violation of, or a default under, the charter or by-laws of said Affiliated Person or any agreement by which such Affiliated Person or any of its properties is bound, nor constitute a violation of any law, administrative regulation or court decree.

(vii) Construction of the Improvements will be completed in conformity with the Loan Agreements and Turnkey Development Contract.

(viii) No event, occurrence or proceeding has occurred or is pending or threatened the present or probable effect of which does or will (a) adversely affect the ability of the General Partners or any Affiliated Person to perform their respective obligations hereunder or under the Loan Agreements, the Mortgage Loan, the Investor Note Loan or any other agreement with respect to the Project or (b) prevent the completion of the Project's construction in substantial conformity with the Mortgage Loan other than legal proceedings which have been bonded against in such manner as to stay the proceedings. This subparagraph shall be deemed to include, but not be limited to, the following: (x) legal actions or proceedings before any court, commission, administrative body or other governmental authority having jurisdiction over zoning applicable to the Property, (y) labor disputes, and (z) acts of any governmental authority.

(ix) There is no material violation by the Partnership or the General Partners of any zoning, environmental or similar regulation applicable to the Property; all necessary building and other applicable permits have been obtained to permit construction of the Improvements; and the Partnership has complied with all applicable municipal and other laws, ordinances and regulations relating to such construction and use of the Project and the Improvements.

(x) No Event of Bankruptcy as to any of the General Partners is pending or threatened, and no Event of Bankruptcy as to any of the General Partners and no Retirement of any General Partner has occurred.

(xi) Parts 1 and 2 of the Historic Preservation Certification Application have been filed with and preliminary certification issued by the United States Department of the Interior.

Section 6.7. Limited Liability of General Partners

No General Partner shall be liable to any Limited Partner for any act performed by the General Partner within the scope

of the authority conferred upon the General Partners by this Agreement except for (i) acts of negligence or misconduct, (ii) breach of fiduciary duty or (iii) damages arising from any misrepresentations or breach of warranty.

Section 6.8. Indemnification of General Partners

A. The General Partners and their Affiliates shall have no liability to the Partnership or to any Partner for any loss suffered by the Partnership which arises out of any action or inaction of a General Partner or the General Partner's Affiliates if the General Partner or the General Partner's Affiliates, in good faith, determined that such course of conduct was in the best interest of the Partnership, and such course of conduct did not constitute negligence or misconduct of the General Partner or the General Partner's Affiliates. The General Partners and their Affiliates shall be indemnified by the Partnership against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by them in connection with the Partnership, arising out of their activities on behalf of the Partnership, within the scope of the authority conferred upon the General Partners by this Agreement or by law provided that the action or inaction giving rise to the claim was undertaken by the General Partners or their Affiliates, in good faith, and based on a determination that such course of conduct was in the best interest of the Partnership, and further that such course of conduct did not constitute negligence or misconduct on the part of the General Partners or their Affiliates.

Notwithstanding the above, the General Partners and their Affiliates and any person acting as a broker-dealer shall not be indemnified for any losses, liabilities or expenses arising from or out of an alleged violation of federal or state securities laws unless any such indemnification (including for litigation costs with respect to items 1 and 2 below and settlement and related costs with respect to item 3 below) is specifically approved by a court of law which shall have been advised of the position, if any, of the Securities and Exchange Commission, the Massachusetts Securities Division, and the Pennsylvania Securities Commission and any other appropriate state securities commission with respect to the issue of indemnification of securities law violations and unless (1) there has been a successful adjudication on the merits of each count involving alleged securities law violations as to the particular indemnitee, or (2) such claims have been dismissed with prejudice on the merits by a court of competent jurisdiction as to the particular indemnitee or (3) a court of competent jurisdiction approves a settlement of the claims against a particular indemnitee.

B. The Partnership shall not incur the cost of that portion of any insurance, other than public liability

insurance, which insures any party against any liability the indemnification of which is herein prohibited. The satisfaction of any indemnification shall be from and limited to Partnership assets, and no Limited Partner shall have any personal liability on account thereof.

C. The provision of advances from Partnership funds to a General Partner and the General Partner's Affiliates for legal expenses and other costs incurred as a result of a legal action is permissible only if the following three conditions are satisfied: (1) the legal action relates to the performance of duties or services by the General Partner or the General Partner's Affiliates on behalf of the Partnership; and (2) the legal action is initiated by a third party who is not a Limited Partner of the Partnership; and (3) the General Partner or the General Partner's Affiliates undertake to repay the advanced funds to the Partnership in cases in which they would not be entitled to indemnification. Any advances made from Partnership funds to a General Partner or the General Partner's Affiliates shall be evidenced by a promissory note which provides for full recourse to the recipient of such advance.

Section 6.9. Certain Dealings with the General Partners and Their Affiliates

In addition to the Turnkey Development Contract and the Management Agreement the General Partners on behalf of the Partnership may enter into other contracts or agreements with the General Partners and/or their Affiliates for services and/or materials, provided the amounts to be paid by the Partnership are (i) comparable to and competitive with the amounts that would otherwise be payable in the same geographic area for comparable services and/or materials and (ii) for services and/or materials reasonably required for the Partnership.

Section 6.10. Administration of the Deficit Advance Guaranty of the General Partners

The General Partners pursuant and subject to the Deficit Advance Guaranty shall be obligated to make or to cause their Affiliates to make, directly or indirectly, advances to the Partnership of any amounts needed by the Partnership to cover Operating Deficits. The amount advanced during a fiscal year may, in the discretion of the General Partners, be repaid from time to time during the year in which the advance was made to the extent of the available cash at that time and any advances which are not repaid at the end of the year during which the advance was made shall be converted to Deficit Loans. Any Deficit Loans and/or advances made by the General Partners or their Affiliates shall bear interest at the Prime Rate. The current and accrued interest on the outstanding Deficit Loans shall be paid as soon as practical following the end of the

fiscal year of the Partnership but in an amount which shall not reduce the Cash Flow of the Partnership by more than 50% for such year and the principal with respect to any Deficit Loan shall be repayable only as provided in ARTICLE X.

Pursuant to the Deficit Advance Guaranty, the General Partners may but are not obligated to make or cause to be made Excess Loans or advances to the extent any such advance would cause the aggregate unpaid principal balance of the then outstanding Deficit Loans and advances to exceed \$3,000,000. Any Excess Loan may be treated as a Deficit Loan or at the sole discretion of the General Partners may be made on such terms and conditions as the General Partners in their sole discretion determine, including being made as a demand loan bearing interest at the Prime Rate.

Section 6.11. Nature of General Partners' Obligations

Unless otherwise specifically stated, the obligations of the General Partners under this Agreement shall be the joint and several obligations of each General Partner.

Section 6.12 Removal of a General Partner

Any General Partner may be removed for cause upon demand of the Limited Partners owning at least two-thirds of the Units. If so removed, such General Partner's Interest in the Partnership shall be deemed a Limited Partner's Interest unless the Interest of such removed General Partner is purchased or otherwise acquired as provided in Sections 7.1 or 7.3 hereof. The removal of a General Partner shall not alter the removed General Partner's allocable share of Cash Flow or other distributions or allocation of Profits or Losses or relieve the removed General Partner of any obligations or liabilities which may have been incurred while the removed General Partner served as a General Partner. If a General Partner is removed and the business of the Partnership is continued, the removed General Partner shall not exercise any of the rights of a General Partner and shall not participate in any votes or Consents of the Limited Partners except to the extent required by law and except to the extent such removed General Partner may be a Limited Partner of the Partnership other than as a result of the operation of this Section 6.12. Unless unanimously waived in its entirety by all Limited Partners, the exercise of any rights of removal hereunder shall be subject to (a) a prior determination by a court of competent jurisdiction in an action brought by or on behalf of the Limited Partners that neither the grant nor the exercise of the rights afforded by this Section 6.12 sought to be exercised under the circumstances then in question will be deemed taking part in the control of the business so as to result in the loss of any Limited Partner's limited liability and (b) a ruling by the Internal Revenue Service that the exercise of such rights will not

result in the Partnership not being considered a partnership for federal income tax purposes, or in lieu of (a) and (b) above, an opinion of counsel to the same effect as set forth in (a) and (b) above, which opinion shall not have been deemed unacceptable by Limited Partners holding at least 51% of the then outstanding Units held by the Limited Partners. For purposes of this Section 6.12, "cause" shall mean a breach by a General Partner of any term of this Agreement; conviction of a General Partner of a felony involving dishonesty; conduct by a General Partner which results in the commencement of foreclosure proceedings under Rhode Island law of any mortgage of the Partnership's assets; or the existence of circumstances which result in any similar situation threatening imminent, irreparable and material harm to the interests of the Limited Partners; provided, any of such of the foregoing events has a material adverse effect upon the Limited Partners. Notwithstanding the foregoing, with respect to foreclosure proceedings, the General Partners shall have a period of sixty (60) days from the date of the commencement of such proceedings to cure any default giving rise to such proceedings unless such proceedings will cause the Partnership imminent and irreparable harm within a shorter period and, in that instance, the General Partners shall have only such shorter period to cure any such default.

Section 6.13. Fees and Other Payments Payable to Billings and Advest

A. The Partnership shall pay to Billings the Syndicating Agent Fee of \$350,000.

B. The Partnership shall pay to Billings the Investor Service Fee of \$15,000 per year commencing in 1989 and as increased annually thereafter starting in 1992.

C. The Partnership shall pay to Billings the Investor Communication Fee of \$5,000 per year commencing in 1989 and as increased annually thereafter starting in 1992.

D. The Partnership shall pay Advest an 8% sales commission on the Units it has sold pursuant to the Selling Agreement.

E. The Partnership shall pay Advest a \$100,000 expense allowance with respect to the marketing of the Units.

F. The Partnership shall pay to The Advest Group, Inc., ("AGI") an affiliate of Billings and Advest, a fee of \$44,000 plus reimbursement of AGI's expenses in consideration of AGI's services in arranging financing and/or lending the Partnership funds and/or using AGI's credit to secure letters of credit issued at the Partnership's request as required by the Mortgage Loan.

ARTICLE VII

Retirement of a General Partner; New General Partners

Section 7.1. Retirement of a General Partner

Upon the Retirement of a General Partner, the remaining General Partner(s) or, if none, the Retired General Partner or the Retired General Partner's legal representative shall immediately send notice of such Retirement (the "Retirement Notice") to each Limited Partner. If the Retirement of a General Partner results from such General Partner's death or adjudication of mental incompetence, then the Retired General Partner's legal representative or successor-in-interest may nominate a successor General Partner within 75 days after the mailing of the Retirement Notice. The successor General Partner shall be a Qualified Person. For purposes of this ARTICLE VII, Downing Properties, Inc. shall be deemed to be a Qualified Person if it satisfies the net worth requirements applicable to a Qualified Person and its senior officers are also the senior officers of Downing as of the time such determination is made. If the legal representative of the Retired General Partner is entitled to nominate a successor General Partner as hereinabove provided and fails to do so in a timely manner or if the Retirement of a General Partner results from any cause or occurrence other than the General Partner's death, adjudication of mental incompetence or withdrawal with the Consent of the Limited Partners, then, in such event, the remaining General Partner(s) shall nominate a successor General Partner within 75 days after the mailing of the Retirement Notice, provided such successor General Partner is a Qualified Person, provided, however, that if the remaining General Partner is, or will be within said 75-day period, a Qualified Person, the remaining General Partner shall not be required to nominate a successor General Partner. Any Qualified Person nominated as a successor General Partner shall only be admitted as a General Partner of the Partnership if the Qualified Person's admission has been approved by the Consent of the Limited Partners. Any successor General Partner admitted to the Partnership covenants and agrees that the General Partner, together with the other General Partners, will carry on the business of the Partnership as provided in this Agreement. The voluntary retirement of a General Partner shall not be permitted without both the Consent of the Limited Partners and the admission of a Qualified Person as successor to that General Partner if the remaining General Partner(s) is not a Qualified Person.

Notwithstanding anything in this Agreement to the contrary (other than Section 13.1), the Limited Partners and the General Partners hereby specifically consent, and with respect to the Limited Partners such consent shall be deemed to be the Consent of the Limited Partners, as follows:

1. To the admission of either Charles L. White or Downing as a General Partner of the Partnership in the event of (i) the withdrawal with the Consent of the Limited Partners, (ii) death or (iii) adjudication of mental incompetence of Richard P. Baccari.

2. After the tenth anniversary of the first Admission Date, if (i) any one or more of the General Partners requests the Consent of the Limited Partners (a) to Retire, (b) to transfer or assign their interest in whole or in part in the Partnership and/or (c) to nominate a Qualified Person as a successor General Partner; (ii) the Partnership has sufficient Net Operating Income arising in the ordinary course of its business to satisfy the debt service requirements under each obligation of the Partnership; (iii) following the actions for which approval is being sought at least one remaining or successor General Partner would have more than five (5) years experience owning and actively managing property of a like nature to the Project and have a net worth at least equal to the greater of (1) \$3,000,000 or (2) the amount needed to preclude the Partnership from being taxed under the Code as an association taxable as a corporation; and (iv) such General Partner(s) do not secure the Consent of the Limited Partners to such action within sixty (60) days after written notice to the Limited Partners requesting such consent, then the General Partners within sixty (60) days after the expiration of that period may by written notice to the Limited Partners (the "Sale Notice") elect to pursue the sale of the Project. Included in the Sale Notice shall be the name of an Appraiser selected by the General Partners and a list of five (5) Appraisers that are provided to the Limited Partners. Within sixty (60) days after the mailing of the Sale Notice the Limited Partners shall appoint an Appraiser from the list set forth in the Sale Notice or from any other source. The Appraiser selected by the Limited Partners shall be the Appraiser receiving the votes of the holders of the most Units. The two Appraisers thus selected shall as soon as practical select a third Appraiser. The three Appraisers shall each make a determination of the value of the Project. The average of the three appraisals (the "Appraised Value") shall thereafter be determined and notice of that determination shall be given to the Limited Partners (the "Appraisal Notice"). The General Partners within twelve months after the mailing of the Appraisal Notice may sell the Project for a cash purchase price which is not less than the Appraised Value and the Limited Partners shall be deemed to have consented to any such sale. If the General Partners purchase the Property following the determination of the Appraised Value, they shall be responsible for the fees paid to all three appraisers selected as set forth

herein, and in any other case the fees of such appraisers shall be an expense of the Partnership.

Section 7.2. Retirement of Sole General Partner

If, upon the Retirement of a General Partner, there is no remaining General Partner the Partnership shall be dissolved unless, within 75 days after the date of the Retirement of the last remaining General Partner, the Limited Partners, by a vote of a majority-in-interest, elect to reconstitute the Partnership and name a Qualified Person as a successor General Partner.

Section 7.3. Interest of a Retired General Partner

In the event of the involuntary Retirement of a General Partner, the Interest of a Retired General Partner in the Partnership shall be automatically transferred to the successor General Partner named in accordance with Section 7.1, or, if none, to the remaining General Partner(s), or, if none, to the Partnership for the benefit of the remaining Partners. In the case of such a transfer the person to whom such Interest is transferred shall pay to the Retired General Partner or, in the case of his death or incompetency, his legal representative, an amount in cash equal to the fair market value of such Interest. Any dispute over the value of such Interest shall be submitted to a committee composed of three persons, one chosen by the Retired General Partner or the Retired General Partner's legal representative, one chosen by the successor General Partner or the Limited Partners, as the case may be, and the third chosen by the first two so chosen. The proceedings of such committee shall conform to the rules of the American Arbitration Association, as appropriate, and its decision shall be promptly rendered and shall be final and binding upon the parties hereto and any successor General Partner. The transfer of the Interest of the Retired General Partner shall for purposes of ARTICLE X be effective as of January 1 of the year in which such Retirement occurs unless the Code shall require that another date be used for said purposes. The Retirement of a General Partner and the transfer of its Interest (i) shall not relieve a General Partner or its successor or assigns or the estate of a deceased General Partner from any obligations arising prior to such Retirement and transfer, and (ii) in the event the Retirement of the General Partner is involuntary, shall not, unless such Retirement has received the Consent of the Limited Partners, relieve such party from any obligations arising following such Retirement and transfer, unless the remaining General Partner is, at the time of such Retirement or promptly thereafter, a Qualified Person.

Section 7.4. Designation of New General Partners

The General Partners may at any time designate additional General Partners each with such Interest as a General Partner in the Partnership as the General Partners may agree upon, provided the General Partners first obtain the Consent of the Limited Partners. Each incoming General Partner shall as a condition of receiving any Interest in the Partnership agree to be bound by the Loan Agreements, and any other documents required in connection therewith and by the provisions of this Agreement to the same extent and on the same terms as any other General Partner(s).

Section 7.5. Amendment of Certificate

Upon the admission of an additional or successor General Partner, the Agreement shall be amended to reflect such admission and an amendment to the Certificate, also reflecting such admission, shall be filed in accordance with the Uniform Act. Each General Partner is hereby constituted and empowered to act alone as the attorney-in-fact of each Limited Partner with authority to execute, acknowledge, swear to, and deliver such instruments as may be necessary or appropriate to carry out the foregoing provisions of this ARTICLE VII, including amendments to the Schedule, amendments to the Certificate required by the Uniform Act, business certificates and the like.

ARTICLE VIII

Transferability of Limited Partner Interests

Section 8.1. Limitation on Right to Assign

A Limited Partner may not sell, assign, exchange, dispose of or transfer all or any part of the Limited Partner's Interest in the Partnership without the consent of the General Partners except by operation of law. A Limited Partner, by written instrument, may designate any Person to become the assignee or assignees of all of the Limited Partner's Interest as a Limited Partner immediately upon the Limited Partner's death. Such an 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, and the estate of such deceased Limited Partner shall have no interest whatsoever in the Partnership. Any such designation must be filed with the General Partners during such Limited Partner's lifetime. Such designation may be revoked from time to time and a new such designation made and so filed with the General Partners. 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 Partners to the effect that such designation is valid under the applicable laws of descent and distribution.

Section 8.2. Restrictions

A. No sale, exchange, assignment, disposition or other transfer of any Interest as Limited Partner in the Partnership other than the obligatory purchase by the General Partners of the Interest of a Limited Partner under Section 5.3 may be made if such sale, exchange, assignment, disposition or other transfer would violate Section 13.1.

B. In no event shall all or any part of a Limited Partner's Interest in the Partnership be sold, exchanged, assigned or transferred to a minor (other than to a member of a Limited Partner's Immediate Family by reason of death) or to an incompetent.

C. The General Partners, in addition to any other requirements they may impose, may require as a condition of sale, transfer, assignment, exchange or other disposition of any Interest in the Partnership, that the transferor (i) assume all costs incurred by the Partnership in connection therewith and (ii) furnish the Partnership with an opinion of counsel satisfactory to counsel to the Partnership that such sale, transfer, exchange, assignment or other disposition complies with applicable federal and state securities laws.

D. Any sale, exchange, transfer, assignment or other disposition in contravention of any of the provisions of this Section 8.2 shall be void and ineffectual and shall not bind or be recognized by the Partnership.

Section 8.3. Substitute Limited Partners

No Limited Partner shall have the right to substitute an assignee as a Limited Partner in the Limited Partner's place. The General Partners, however, shall have the right in their exclusive discretion to permit such assignees to become Substitute Limited Partners and any such permission by the General Partners shall be binding and conclusive without the consent or approval of any other Partner. Any Substitute Limited Partner, as a condition of receiving any Interest in the Partnership shall agree to be bound by the Loan Agreements and other documents required in connection therewith to the same extent as any other Limited Partner in that capacity and by the provisions of this Agreement.

Upon the admission of a Substitute Limited Partner, the Schedule shall be amended to reflect the name and address of

such Substitute Limited Partner and to eliminate the name and address of the assigning Limited Partner, and an amendment to the Certificate reflecting such admission shall be filed in accordance with the Uniform Act. Each Substitute Limited Partner shall execute such instrument or instruments as shall be required by the General Partners to signify their agreement to be bound by all of the provisions of this Agreement.

Each General Partner and the President, the Executive Vice President, any Senior Vice President, any Vice President, Treasurer, Secretary or Assistant Secretary of any corporate General Partner is hereby constituted and empowered to act alone as the attorney-in-fact for each Limited Partner with authority to execute, swear to and deliver such instruments as may be necessary or appropriate to carry out the provisions of this ARTICLE VIII, including amendments to the Schedule, amendments to the Certificate required by statute, business certificates and the like.

Section 8.4. Assignees

In the event of the death of any Limited Partner who has not filed a valid designation under Section 8.1, the Limited Partner's legal representatives shall have the same status as an assignee of the Limited Partner unless and until the General Partners shall permit such legal representatives to become a Substitute Limited Partner on the same terms and conditions as herein provided for assignees generally. The death of a Limited Partner shall not dissolve the Partnership.

An assignee of a Limited Partner who does not become a Substitute Limited Partner in accordance with Section 8.3 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 of the Limited Partner's Interest in the Partnership with the consent of the General Partners 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 is admitted to the Partnership as a Substitute Limited Partner in accordance with Section 8.3, said assigning Limited Partner shall retain the statutory rights and be subject to the statutory obligations of an assignor limited partner under the Uniform Act.

In the event any assignment of a Limited Partner's Interest as 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; such instrument must evidence the written acceptance by the assignee of and the

agreement of the assignee to be bound by the terms and provisions of this Agreement.

An assignee of a Limited Partner's Interest as a Limited Partner who does not become a Substitute Limited Partner as provided aforesaid and who desires to make a further assignment of the Limited Partner's Interest shall be subject to all of the provisions of this ARTICLE VIII to the same extent and in the same manner as any Limited Partner desiring to make an assignment of the Limited Partner's Interest.

Section 8.5. Sale Election

The General Partners may enter into any agreement for the sale of the Units held by the Limited Partners or for the sale of the Partnership interests of all Partners and such undertaking shall be binding upon the Limited Partners, provided the terms and conditions of any such agreement have been previously communicated through a notice to the Limited Partners and the General Partners have been authorized by the Consent of the Limited Partners to enter such agreement on behalf of the Limited Partners.

ARTICLE IX

Loans

All Partnership borrowings shall be subject to the restrictions of this Agreement. To the extent borrowings are permitted, they may be made from any source, including Partners and Affiliated Persons. The Partnership may issue notes to evidence such borrowings or in payment for goods and services furnished to the Partnership.

ARTICLE X

ALLOCATION OF PROFITS, LOSSES AND PROCEEDS

Section 10.1. Capital Accounts

(a) A separate capital account shall be maintained for each Partner. The capital account of each Partner shall be increased by (1) the amount of money (exclusive of interest on its Investor Note) contributed by such Partner to the capital of the Partnership; and (2) such Partner's share of Profits (or any item thereof) and any income or gain that is exempt from federal income taxation. The capital account of each Partner shall be decreased by (i) the amount of money distributed to such Partner by the Partnership; (ii) such Partner's share of Losses; and (iii) such Partner's share of expenditures of the Partnership which are neither deductible, not properly chargeable to the Partner's capital account under Section 705(a)(2)(B) of the Code or are treated as such expenditures under Treas. Reg. Section 1.704-(b)(2)(iv)(i).

(b) In the event that property (other than cash) is contributed (or deemed contributed pursuant to the provisions of Section 708 of the Code) by a Partner to the Partnership, the computation of capital account, as set forth in this Section 10.1 shall be adjusted as follows:

(1) the contributing Partner's capital account shall be increased by the fair market value of the property contributed to the Partnership by such Partner (net of liabilities secured by any contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Code); and

(2) as required by Treas. Reg. Sections 1.704-1(b)(2)(iv)(g) and 1.704-1(b)(4)(i), if the capital account of any Partner reflects a fair market value for property which differs from such property's adjusted basis, each Partner's capital account shall be adjusted to take account of the amount of book income, gain and loss allocated to such Partner pursuant to ARTICLE X hereof and shall not take into account the Profits and Losses for tax purposes allocated to such Partner pursuant to this ARTICLE X.

(c) In the event that property is distributed (or deemed distributed pursuant to the provisions of Section 708 of the Code) by the Partnership to a Partner the following special rules shall apply:

(i) the capital account of the Partner receiving the distribution first shall be adjusted (as provided in Treas. Reg. Section 1.704-1(b)(2)(iv)(e) to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (that has not already been reflected in such Partner's capital account) would be allocated to such Partner if there were a taxable disposition of such property for its fair market value on the date of distribution; and

(ii) the capital account of the Partner who is receiving the distribution of property from the Partnership shall be charged with the fair market value of the property at the time of distribution (net of liabilities secured by such properties as such Partner is considered to assume or take subject to under Section 752 of the Code).

(d) The foregoing provisions are intended to satisfy the capital account maintenance requirements of Treas. Reg. Section 1.704-1(b)(2)(iv) and such provisions shall be modified to the extent required by such regulation or any successor provision thereto.

Section 10.2. Allocation of Profits from Partnership Operations

The Profits and tax-exempt income of the Partnership, other than those from an Extraordinary Event, shall be determined for each fiscal year and shall be allocated as follows:

- (a) One percent (1%) to the General Partners; and
- (b) Ninety-nine percent (99%) to the Limited Partners.

Section 10.3. Allocations of Losses from Partnership Operations

Subject to Sections 10.11(a), 10.11(b) and 10.11(d), the Losses and non-deductible, non-capitalizable items of the Partnership, other than those from an Extraordinary Event shall be determined for each fiscal year and shall be allocated as follows:

- (a) One percent (1%) to the General Partners; and
- (b) Ninety-nine percent (99%) to the Limited Partners.

Section 10.4. Distribution of Cash Flow

Distributions of Cash Flow of the Partnership, in the absence of outstanding Deficit Loans, shall be made as soon as practical following the end of each fiscal year, subject to any restrictions imposed by any loan or other agreement, first to the payment to the Limited Partners of the unpaid balance of the Preferred Payments; and the balance, if any, as follows:

- (i) One percent (1%) to the General Partners; and
- (ii) Ninety-nine percent (99%) to the Limited Partners.

In the event there are outstanding Deficit Loans, distributions of Cash Flow shall be made as soon as practical following the end of each fiscal year, subject to any restrictions imposed by any loan or other agreement, as follows:

- (a) to the payment of accrued and current interest on the outstanding Deficit Loans in an amount equal to not greater than 50% of Cash Flow which would otherwise be available for distribution to the Limited Partners;
- (b) to the payment to the Limited Partners of the unpaid balance of the Preferred Payments; and
- (c) the remainder (i) One percent (1%) to the General Partners, and (ii) Ninety-nine percent (99%) to the Limited Partners.

Section 10.5. Allocation of Profits From an Extraordinary Event

Partnership Profits from an Extraordinary Event shall be allocated as follows:

(a) To all Partners until their capital accounts have been restored to a zero balance.

(b) To the Limited Partners until the cumulative allocation from the application of this Section 10.5(b) from the current and all prior Extraordinary Events equals their Class Contribution in the case of the Class 88 Limited Partners and \$5,800,000 in the case of the Class 89 Limited Partners.

(c) To the Limited Partners an amount equal to their accrued and current Preferred Payments less (i) all payments made to them pursuant to Section 10.4 and (ii) the cumulative allocation from the application of this Section 10.5(c) from all prior Extraordinary Events.

(d) To the General Partners until the cumulative allocation from the application of this Section 10.5(d) from the current and all prior Extraordinary Events is equal to 25% of their First Level General Partner Capital Contribution Payment and their Excess General Partner Capital Contribution Payment.

(e) Any remaining Profit shall be allocated 70% to the Limited Partners and the balance shall be allocated as set forth in paragraphs (f) and (g) of this Section 10.5.

(f) To the Class 89 Limited Partners an amount equal to (i) \$1,000,000 and (ii) an amount equal to their share of the accrued and current Preferred Payments and the accrued and current Second Level Preferred Payments less all payments made to them pursuant to Section 10.4 and the cumulative allocation from the application of Section 10.5(c) and (f)(ii) from all prior Extraordinary Events.

(g) The balance of the Profit shall be allocated to the General Partners.

Section 10.6. Allocation of Losses From an Extraordinary Event

Subject to Sections 10.11(a) and 10.11(b), any Losses from an Extraordinary Event shall be allocated pro rata among Partners with a positive balance in their capital account, until no Partner has a positive balance in the Partner's capital account and any remaining Losses shall be allocated as follows:

(a) Thirty percent (30%) to the General Partners; and

(b) Seventy percent (70%) to the Limited Partners.

Section 10.7. Distributions Of Net Proceeds From An Extraordinary Event

a) The Net Proceeds from an Extrordinary Event other than on the dissolution and termination of the Partnership, shall be distributed as follows:

(i) To the Limited Partners until they have received on a cumulative basis an amount equal to their Class Contribution in the case of the Class 88 Limited Partners and \$5,800,000 in the case of the Class 89 Limited Partners.

(ii) To the General Partners until they have received on an aggregate basis an amount equal to the principal amount of the Deficit Loans and any unpaid interest on the Deficit Loans.

(iii) To the Limited Partners until they have received on a cumulative basis an amount equal to their accrued and current Preferred Payments less (1) all payments made to them pursuant to Section 10.4 and (2) all previous payments made pursuant to this Section 10.7(a)(iii).

(iv) To the General Partners until they have received on a cumulative basis an amount equal to 25% of their First Level General Partner Capital Contribution Payment and 100% of their Excess General Partner Capital Contribution Payment.

(v) Any remaining amounts shall be distributed 70% to the Limited Partners and the balance shall be distributed as set forth in subparagraphs (vi) and (vii) of this paragraph (a) of Section 10.7.

(vi) To the Class 89 Limited Partners on a cumulative basis an amount equal to (1) \$1,000,000 and (2) an amount equal on a cumulative basis to their share of the accrued and current Preferred Payments and the accrued and current Second Level Preferred Payments less (x) all payments made to them pursuant to Section 10.4 and (y) all previous payments made pursuant to Section 10.7(a)(iii) and (vi)(2).

(vii) The balance of the funds shall be distributed to the General Partners.

(b) On the dissolution and termination of the Partnership, any remaining assets of the Partnership shall, after payment of, or adequate provision for, the debts and obligations of the Partnership, be distributed (i) to the General Partners until they have received on a current or cumulative basis an amount equal to the principal amount of the Deficit Loans and any unpaid interest on the Deficit Loans and (ii) to the Partners

in accordance with the positive balances in their capital accounts after taking into account all capital account adjustments for the Partnership, including adjustments required pursuant to Sections 10.5, 10.6 and 10.7(a) and (c).

(c) With respect to assets distributed in kind to the Partners in liquidation or otherwise, (i) unrealized appreciation or unrealized depreciation in the values of such assets shall be deemed to be Profits and Losses realized by the Partnership immediately prior to the liquidation or other distribution event; and (ii) such Profits and Losses shall be allocated to the Partners in accordance with Sections 10.5 and 10.6 hereof, and any property so distributed shall be treated as a distribution of an amount in cash equal to the excess of such fair market value over the outstanding principal balance of and accrued interest on any debt by which the property is encumbered. For the purposes of this Section 10.7(c) "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the fair market value of such assets, taking into account the fair market value of the associated financing and the Partnership's adjusted basis in such assets for book purposes. This Section 10.7(c) is merely intended to provide a rule for allocating unrealized gains and losses upon liquidation or other distribution event, and nothing contained in this Section 10.7(c) or elsewhere in this Agreement is intended to treat or cause such distributions to be treated as sales for value. The fair market value of such assets shall be determined by an appraiser to be selected by the General Partners.

Section 10.8. Allocation of Tax Attributes

Except as otherwise provided for in this Agreement, all items of depreciation, gain, loss, deduction, credit, or other tax attributes of the Partnership for any fiscal year shall be allocated in the same percentage in which the Partners share any Profits and Losses pursuant to this ARTICLE X. In the event that any Profit is realized by reason of the recapture of previously allowed deduction in the nature of Accelerated Cost Recovery System "depreciation" with respect to the Partnership's property, such profits shall be allocated between the General and Limited Partners in such a manner as to reflect the proportion in which the deductions being recaptured were previously allocated among the General Partners and the Limited Partners.

Section 10.9. Consent of Partners to Allocation and Distribution

Except as otherwise specifically set forth in this ARTICLE X all Profits and Losses allocated to and distributions made to (i) the General Partners shall be shared by each General Partner in the ratio which the General Partner's Capital

Contribution bears to the total Capital Contributions of the General Partners or as they shall otherwise agree in writing, (ii) the Class 88 Limited Partners or the Class 89 Limited Partners shall be shared by each member of such class of Limited Partners in the ratio which the Limited Partner's number of Units as a member of such class of Limited Partners bears to the total number of Units of all members in their capacity as members of such class of Limited Partners and (iii) the Limited Partners as a group shall be shared 42% by the Class 88 Limited Partners and 58% by the Class 89 Limited Partners. The methods hereinabove set forth the manner by which Profits and Losses from operations, cash from sales and cash from refinancing are allocated are expressly consented to by each Partner as an express condition of becoming a Partner, and shall remain at such percentages unless changed by amendment to this Agreement or by an assignment of an interest in the Partnership authorized in accordance with the terms of this Agreement.

Section 10.10. Admission of Limited Partners

Limited Partners may be admitted to the Partnership by the General Partners, in accordance with the terms of this Agreement and subject to ARTICLE XIII, at such time or times as the General Partners shall decide.

Section 10.11. Special Provisions

Notwithstanding the foregoing provisions in this ARTICLE X:

(a) In no event shall any Losses be allocated to a Limited Partner if and to the extent that such allocation would cause, as of the end of the Partnership's fiscal year, the negative balance in such Limited Partner's capital account to exceed such Limited Partner's share of Partnership Minimum Gain. Any Losses which are not allocated to the Limited Partners by virtue of the application of this Section 10.11(a) shall be allocated to the General Partners. For purposes of this Section 10.11(a), a Partner's capital account shall be treated as reduced by Qualified Income Offset Items.

(b) In the event any Unit is sold and Advest waives in whole or in part its right to receive commissions on the sale of the Unit, the portion of the commissions charged against the capital account of the holder of the Unit as an expense shall not exceed the amounts actually paid.

(c) Income, gain, loss and deduction with respect to property contributed to the Partnership by a Partner shall be shared among Partners so as to take account of the variation between the basis of the property to the Partnership and its fair market value at the time of contribution.

(d) If (i) the General Partners make Deficit Loans or if the Partnership incurs recourse obligations to fund payment of deductible items which are not anticipated to be paid in the ordinary course of business or (ii) the Partnership incurs Losses from unanticipated events which are not recovered from insurance or otherwise and which are not anticipated to be paid in the ordinary course of business (collectively "Excess Expenses") in respect of any fiscal year, then the calculation and allocation of Losses shall be adjusted as follows: first, an amount of deductions equal to such Excess Expenses for the year in question shall be allocated to the General Partners; and second, the balance of such gross income and deductions shall be allocated as provided in Sections 10.2 and 10.3. For purposes of this Section 10.11(d), unanticipated events include casualty losses, losses resulting from liability to third parties for tortious injury, losses resulting from a breach of a legal duty by the Partnership or by the General Partners, and losses resulting from other liabilities which are not incurred in the ordinary course of business. Nothing in this Section 10.11(d) shall prevent the Partnership from recovering an unanticipated loss from a General Partner who is liable therefor by law or under this Agreement.

(e) Prior to making any distribution of Partnership assets, the General Partners may request from any Limited Partner an affidavit or other evidence that such Limited Partner is not a "foreign person" within the meaning of Section 1445 of the Code or a person which is not a United States person within the meaning of Section 1446 of the Code. In the event any Limited Partner so requested does not provide such affidavit or other evidence, in form and content satisfactory to the General Partners, within 30 days after request by the General Partners, the General Partners may withhold and pay over to the Internal Revenue Service such portion of said Limited Partner's distribution as may be necessary to comply with the Code, and any amount so withheld and paid over shall be treated as a distribution to said Limited Partner at the time it is paid over to the Internal Revenue Service.

(f) In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treas. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate the deficit balance in the Partner's capital account (in excess of the Partner's allocable share of Partnership Minimum Gain) created by such adjustment, allocations, or distributions as quickly as possible. For purposes of this Section 10.11(f), a Partner's capital account shall be treated as reduced by Qualified Income Offset Items.

(g)(i) If there is a net decrease in Partnership Minimum Gain during a Partnership taxable year, each Partner will be

allocated items of income and gain for such year (and, if necessary, subsequent years) in the proportion to, and to the extent of, an amount equal to the greater of (x) the portion of such Partner's share of the net decrease in Partnership Minimum Gain during the year that is allocable to the disposition of Partnership property subject to one or more Partnership Non-recourse Liabilities or (y) the deficit balance in such Partner's capital account at the end of such year. For purposes of the foregoing clause (y), a Partner's capital account shall be determined (a) prior to taking into account any other allocations for the year, (b) by excluding from such deficit capital account balance the amount of such Partner's obligation, if any, to restore a deficit balance in his capital account, (c) by treating each Partner's share of Partnership Minimum Gain as an obligation to restore a deficit balance in each Partner's capital account and (d) by treating a Partner's share of the minimum gain attributable to Partner Non-Recourse Debt with respect to which such Partner or a Related Person bears the economic risk of loss for such debt as an obligation to restore a deficit balance in his capital account. Such allocations shall be made in a manner consistent with the requirements of Treas. Reg. Section 1.704-1T(b)(4)(iv)(e) under Section 704 of the Code. For purposes of this Section, a Partner's capital account shall be treated as reduced by Qualified Income Offset Items.

(ii) if there is a net decrease in Partner Non-Recourse Debt Minimum Gain during a Partnership taxable year, then each Partner with a share of the minimum gain attributable to such debt at the beginning of such year will be allocated items of income and gain for such year (and, if necessary, subsequent years) in proportion to, and to the extent of, an amount equal to the greater of (x) the portion of such Partner's share of the net decrease in Partner Non-Recourse Debt Minimum Gain that is allocable to the disposition of Partnership property subject to such debt or (y) the deficit balance in such Partner's capital account at the end of such year. For purposes of the foregoing clause (y), a Partner's capital account shall be determined (a) prior to taking into account any other allocations for the year, (b) by excluding from such deficit capital account balance the amount of such Partner's obligation, if any, to restore a deficit balance in his capital account, (c) by treating each Partner's share of Partnership Minimum Gain as an obligation to restore a deficit balance in each Partner's capital account and (d) by treating a Partner's share of the minimum gain attributable to Partner Non-Recourse Debt with respect to which such Partner or a Related Person bears the economic risk of loss as an obligation to restore a deficit balance in such Partner's capital account. Such allocations shall be made in a manner consistent with the requirements of Treas. Reg. Section 1.704-1T(b)(4)(iv)(h) under Section 704 of the Code. For purposes of this section, a Partner's capital account shall be treated as reduced by Qualified Income Offset Items.

(h) Notwithstanding anything herein to the contrary, the General Partners' interest in the Partnership's Profits, Losses, Cash Flow or any other tax attributes shall at no time be less than one percent (1%) in the aggregate.

(i) All interest income of the Partnership resulting from interest on the Investor Notes shall be specifically allocated to the Limited Partners who have delivered Investor Notes to the Partnership to the extent of their payment of interest on their notes and each such Limited Partner shall be allocated a portion of the interest paid with respect to the Investor Note Loan based on the ratio of the interest paid with respect to such Limited Partner's note to the total interest paid by all Limited Partners who have delivered Investor Notes.

Section 10.12. Guarantee of Certain Payments to Class 89 Limited Partners by General Partners

The General Partners, to induce the Class 89 Limited Partners to purchase interests in the Partnership, agree that following the dissolution and termination of the Partnership and the completion of the distributions required pursuant to Section 10.7(b) hereof, if the Class 89 Limited Partners have not received allocations of Profit and resulting distributions of cash equal to the amounts described in Section 10.5(f) hereof, the General Partners will compensate the Class 89 Limited Partners, (i) if they have received less than the amount described in Section 10.5(f)(i), to the extent of any payments received by the General Partners with respect to Deficit Loans and (ii) if they have received less than the amount described in Section 10.5(f)(ii), to the extent of the remaining balance of any payments received by the General Partners with respect to Deficit Loans and as a result of the allocation of Profits described in Section 10.5(d) hereof.

ARTICLE XI

Management Agent

The General Partners shall have responsibility for managing the Property and obtaining a Management Agent. The General Partners shall cause the Partnership to enter into the Management Agreement with the Management Agent pursuant to which the Management Agent is paid the Management Fee and the Incentive Compensation by the Partnership. The Management Agent may be an Affiliated Person. In the event a General Partner serves as the Management Agent, the fees paid to it under the terms of the Management Agreement shall be paid to it in its capacity as the Management Agent and not in its capacity as a General Partner. If the Management Agent fails to perform its duties in a diligent and businesslike manner and if as a consequence of such failure the Partnership or the Project

shall be in violation of the terms of any loan agreement, which is not cured within a reasonable time after notice from any lender, the General Partners shall forthwith give to the Limited Partners notice of such event, and thereafter the Partnership, shall forthwith terminate the employment of the Management Agent, unless the Consent of the Limited Partners is obtained to the retention of the Management Agent as the manager of the Property. If such Consent is not obtained, the General Partners shall immediately proceed to select a new Management Agent for the Project which is not an Affiliated Person. The General Partners shall have the duty to manage the Property during any period when there is no Management Agent. Pursuant to the Management Agreement, in the event that Downing is replaced as the Management Agent, the Management Fee shall terminate but the Incentive Compensation shall continue and Downing shall be responsible for overseeing the work of the successor Management Agent until Richard P. Baccari, Downing Properties, Inc. and/or their Affiliates have all Retired as General Partners.

ARTICLE XII

Books and Records, Accounting, Tax Elections, Etc.

Section 12.1. Books and Records

The General Partners shall keep or cause to be kept complete and accurate books and records of the Partnership which shall be maintained and be available at the principal office of the Partnership or at such other location as the General Partners deem convenient to the operation of the Partnership for examination by any Partner, or the Partner's duly authorized representatives, at any and all reasonable times. The Partnership may maintain such books and records and may provide such financial or other statements, as the General Partners deem advisable.

Section 12.2. Bank Accounts

The bank accounts of the Partnership shall be maintained in such banking institutions permitted by the Loan Agreements as the General Partners shall determine, and withdrawals shall be made only in the regular course of business on such signature or signatures as the General Partners shall determine.

Section 12.3. Accountants

The Accountants for the Partnership shall be those named in ARTICLE I hereof or such other firm of certified public accountants as shall be engaged by the General Partners. The Accountants shall prepare all tax returns of the Partnership and annual financial reports to the Partners, which, to the extent permitted by the Code as it then exists, shall be based

upon the assumptions and positions contained in the Financial Forecast, or under other assumptions and positions at least as favorable to the Limited Partners. The financial information contained in such reports will be prepared in a manner deemed by the Accountants to be most advantageous to the Partners under the facts and circumstances existing at the time prepared. Financial statements will include a statement of assets, liabilities and Partners' capital and the related statements of revenue and expense and changes in Partners' capital of the Partnership and a cash flow statement in reasonable detail audited by the Accountants in accordance with generally accepted accounting principles and the opinion of the Accountants as to the fairness of the presentation of the information contained in the financial statements.

Section 12.4. Report to Limited Partners

A. Until the Developer's obligations pursuant to the Turnkey Development Contract have been completed, the General Partners shall within 30 days following the end of each semi-annual period occurring after the admission of the Limited Partners, and at any other time reasonably requested, provide the following information to the Limited Partners: (i) the percentage of completion set forth in the most recent submission for a construction loan advance furnished to the Mortgage Lender, (ii) the anticipated date of completion of the Project, (iii) whether there are any anticipated cost overruns and, if so, the amount thereof, (iv) a narrative and summary of any material deviations from the original plans for the rehabilitation and construction of the Project, (v) leasing information with respect to the Project, (vi) other matters material to the completion of construction and (vii) a significant change in the anticipated aggregate amount of qualified rehabilitation expenditures as compared to the Forecasted Credit Base.

B. On or before the 1st day of the 3rd month following the end of each fiscal year of the Partnership, the General Partners shall deliver or cause to be delivered to all Persons who were Limited Partners at any time during such fiscal year appropriate information for filing by the Limited Partners with their respective income tax returns to the Internal Revenue Service, prepared on the then applicable filing forms.

C. On or before the 15th day of the 3rd month following the end of each fiscal year of the Partnership, the General Partners shall deliver or cause to be delivered to all Persons who were Limited Partners at any time during the preceding fiscal year, (a) financial statements for such fiscal year prepared by an independent public accountant in accordance with Section 12.3, and (b) a report on the status of the Partnership's operations including any claims, assessments or citations against the Partnership, and other matters which may have a material bearing on the operation of the Partnership.

D. Within 45 days of the end of the first, second and third quarterly periods of each fiscal year of the Partnership, the General Partners shall deliver or cause to be delivered to all persons who were Limited Partners during the applicable period unaudited financial statements or, in the discretion of the General Partners, management reports covering such period.

Section 12.5. Depreciation, Amortization and Elections

With respect to all depreciable personal property of the Partnership, the Partnership shall elect to use, so far as permitted by the provisions of the Code, accelerated cost recovery or amortization methods. However, on the advice of the Accountants the Partnership shall elect or change to some other method of cost recovery or amortization so long as such other method is, in the opinion of the Accountants, most advantageous to the Limited Partners.

Subject to the provisions of Section 12.7, all other elections required or permitted to be made by the Partnership under the Code shall be made by the General Partners in such manner as will, in the opinion of the Accountants, be most advantageous to the Limited Partners.

Section 12.6. Fiscal Year and Accounting Method

The fiscal year of the Partnership shall be the calendar year unless another year is required by the Code for federal income tax purposes. The books of the Partnership shall be kept on the accrual basis.

Section 12.7. Adjustment of Basis

The General Partners shall make the election under Section 754 of the Code.

ARTICLE XIII

General Provisions

Section 13.1. Restrictions

A. Notwithstanding any other provisions of this Agreement, except as otherwise provided in this Section 13.1, no sale, exchange, transfer, assignment or other disposition of any Partner's Interest in the Partnership may be made if the Interest sought to be sold, exchanged, transferred, assigned or disposed of when added to the total of all other Interests in the Partnership sold, exchanged, transferred, assigned or disposed of within the period of 12 consecutive months prior to the proposed date of sale, exchange, assignment, transfer or disposition would result in the termination of the Partnership under Section 708 of the Code (or any successor statute).

However, such a sale, exchange, assignment, transfer or disposition may be made subject to the provisions of ARTICLE VIII if, prior to the date of transfer, a ruling of the Internal Revenue Service to the effect that such proposed sale, exchange, assignment, disposition or transfer will not result in such termination shall have been published in the Internal Revenue Bulletin or a private ruling to the same effect shall have been granted to the transferring Partner or the Partnership upon the application and at the expense of the Partner desiring to sell, exchange, assign, transfer or otherwise dispose of the Partner's Interest in the Partnership. This Section 13.1 shall not impair the obligation of the General Partners to purchase the Interests of the Limited Partners pursuant to Section 5.3. hereof.

B. The General Partners may require as a condition of any transfer that the transferor furnish an opinion of counsel that the proposed transfer complies with applicable federal and state securities laws.

C. Any sale, exchange or other transfer in contravention of any of the provisions of this Section 13.1 shall be void and ineffectual, and shall not bind or be recognized by the Partnership.

Section 13.2. Appointment of General Partners as Attorneys-in-Fact

Without limiting the effect of provisions elsewhere in this Agreement appointing the General Partners and the officers of a corporate General Partner as attorneys-in-fact for all those who become Limited Partners (including Substitute or additional Limited Partners) under this Agreement in connection with the doing of certain acts and the filing of certain papers, each Limited Partner hereunder (including a Substitute or additional Limited Partner) hereby irrevocably appoints and empowers the General Partners and all of the officers of any corporate General Partner the Limited Partner's true and lawful attorneys-in-fact and agents to effectuate, with full power and authority to act in the Limited Partner's name, place and stead anything requisite to carrying out the intention and purposes of the Partnership and this Agreement, including, but not limited to, the taking of all actions to which a Limited Partner has consented or for which the Consent of the Limited Partners is not required, including any matter as to which the Consent of the Limited Partners is obtained as provided for in this Agreement irrespective of whether a Limited Partner consented thereto, including the disposition of the Interest of a Defaulting Limited Partner and the Defaulting Limited Partner's removal as a Limited Partner in the event of a default by a Defaulting Limited Partner of the Defaulting Limited Partner's obligations pursuant to an Investor Note, or the execution, acknowledgement, swearing to, delivering, filing

and recording of all Certificates and amendments thereto (including this Agreement), documents, conveyances, leases, contracts, loan documents and/or counterparts thereof, the execution and filing of appropriate documents with the Mortgage Lender and the Investor Note Lender, and all other documents which the General Partners deem necessary or reasonably appropriate:

A. To qualify or continue the Partnership as a limited partnership;

B. To reflect a modification of the Partnership or an amendment of this Agreement and/or the Certificate;

C. To accomplish the purposes and carry out the powers of the Partnership as set forth in this Agreement;

D. To reflect the dissolution and termination of the Partnership; or

E. To cause any Limited Partner who elects to pay its Capital Contribution in Installments to assume on behalf of such Limited Partner the Limited Partner's share of the Investor Note Loan to the Investor Note Lender.

The General Partners shall take no action as attorneys-in-fact for any Limited Partner which would in any way increase the liability of said Limited Partner beyond the liability expressly set forth in this Agreement.

The appointment by each Limited Partner of the General Partners and all of the officers of any corporate General Partner as attorneys-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that all of the Partners under this Agreement will be relying upon the power of the General Partners and all of the officers of any corporate General Partner to act as contemplated by this Agreement in such filing and other action by them on behalf of the Partnership. The foregoing power of attorney shall be irrevocable and shall survive the assignment by any Limited Partner of the whole or any part of the Limited Partner's Interest hereunder, shall be binding on any assignee or vendee of a Limited Partnership Interest hereunder or any portion thereof, including any assignee or vendee of only the distribution rights relating thereto, and shall survive the death, incompetency or legal disability of any Limited Partner.

Section 13.3. Amendments to Certificate

The General Partners shall file and/or record with the Secretary of State of the State or with such other place of filing and/or recording required by the Uniform Act and

elsewhere as the General Partners deem appropriate, amendments to the Certificate as may be required by the Uniform Act.

Section 13.4. Notices

Any and all notices called for under this Agreement shall be deemed adequately given only if in writing and sent registered or certified mail, postage prepaid, or via an overnight courier service prepaid, to the party or parties for whom such notices are intended at the addresses set forth on the Schedule as amended to the date of such notice or to such other more current address(es) of which the party giving notice has actual notice.

All such notices in order to be effective shall be addressed to the last address of record of each Partner on the Partnership books when given by the General Partners and intended for the other Partners; and to the address of the Partnership when given by the Limited Partners and intended for the General Partners.

Section 13.5. Binding Effect

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.

Section 13.6. Word Meanings

The words such as "herein", "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

Section 13.7. Choice of Law

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

Section 13.8. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 13.9. Separability of Provisions

Each provision of this Agreement shall be considered separable and (a) if for any reason any provision contained in

this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, or (b) if for any reason any provision of this Agreement would cause the Limited Partners to be bound by the obligations of the Partnership under the laws of the State as the same may now or hereafter exist, such provision or provisions shall be deemed void and of no force or effect.

Section 13.10. Investment Representations

Each person who becomes a Limited Partner pursuant to Section 4.2 does hereby ratify and confirm as of the date of its admission as a Limited Partner the representations, warranties, covenants and statements set forth in the Limited Partner's Subscription Agreement.

Section 13.11. 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 13.12. Amendments and Other Actions

This Agreement may be amended by the General Partners with the Consent of the Limited Partners, if necessary, except that none of the following amendments shall be adopted without the written approval of all Limited Partners:

A. The term of the Partnership set forth in Section 2.5 shall not be extended;

B. This Section 13.12 shall not be amended;

C. This Agreement shall not be modified or amended in such manner as to increase the amount of Capital Contributions payable by the Limited Partners or to accelerate the date for payment of any Installment of said Capital Contributions or otherwise increase the liability of the Limited Partners or to make any change in ARTICLE X which would adversely affect any Limited Partner. Notwithstanding the foregoing, the General Partners, as set forth in Section 5.1.A., shall have the right, with the consent of Billings but without the Consent of the Limited Partners, but solely with respect to any Unit or any portion of a Unit acquired from the Partnership after December 31, 1988: (a) to change the total amount of the Capital Contribution with respect to any such Unit and/or the cash payment required on the date of purchase of any such Unit; and (b) to change the number of Installments and/or the amounts of such Installments, which Installments will be represented by an Investor Note.

Notwithstanding the foregoing, the General Partners are authorized, without the consent of any Partner, to make nonsubstantive amendments to this Agreement and the Certificate.

Section 13.13. Time of Admission

For all purposes of this Agreement including the allocation of Profits and Losses under ARTICLE X hereof, the admission of any Limited Partner to the Partnership pursuant to the provisions of Section 4.2.B shall be deemed to have occurred as of the first day of the month during which the consent of any of the General Partners is given to such admission.

Section 13.14. Interest

All payments hereunder which provide for interest to be paid at the Prime Rate shall be determined on a simple rather than a compounded basis.

Section 13.15. Payments With Respect To Tax Credits

Any General Partner Capital Contribution Payments received by the Partnership pursuant to Section 5.1.B from the General Partners shall be allocated among the Limited Partners based on the allocation of 42% to the Class 88 Limited Partners and 58% to the Class 89 Limited Partners and each Limited Partner's share of such General Partner Capital Contribution Payments, based on the distribution of 42% to the Class 88 Limited Partners and 58% to the Class 89 Limited Partners, shall be distributed to each such Limited Partner. The allocation and distribution of the General Partner Capital Contribution Payments to the Class 88 Limited Partners or the Class 89 Limited Partners shall be shared by each member of each such class of Limited Partners in the ratio which the Limited Partner's number of Units as a member of such class of Limited Partners bears to the total number of Units of all members in their capacity as members of such class of Limited Partners. For purposes of ARTICLE X any such adjustment or payment shall not be deemed to reduce the Capital Contribution of the Limited Partner or reduce the Preferred Payment such Partner is entitled to receive.

Section 13.16. Notice of General Partners to Limited Partners

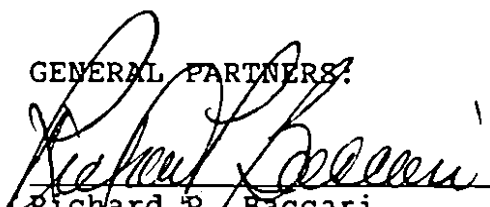
Any notice provided by the General Partners to the Limited Partners for the purposes of obtaining the Consent of the Limited Partners (i) to the sale, lease or conveyance of all or any substantial portion of the Project as required pursuant to Section 6.1, or (ii) to the sale of the Units held by the Limited Partners or for the sale of the Partnership interests of all Partners as required by Section 8.5, shall include a current appraisal of the Property prepared by an Appraiser selected by the General Partners and all pertinent information concerning the debts and obligations of the Partnership.

Section 13.17. Additional Contribution By General Partners

Upon the dissolution and termination of the Partnership, the General Partners will contribute to the Partnership any amount equal to (a) the deficit balances in their capital accounts or (b) the excess of 1.01% of the Class Contribution of the Limited Partners over the capital previously contributed to the Partnership by the General Partners, whichever amount is less.

WITNESS the execution hereof under seal as of the 30th
day of June , 1989.

GENERAL PARTNERS:


Richard P. Baccari

DOWNING PROPERTIES, INC.

By: 

5779H

SCHEDULE A

THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
OF
CORO CENTER PARTNERS, L.P.

<u>Names and Addresses of General Partners</u>	<u>Proportionate Share of General Partners' Interest</u>	<u>Agreed to Capital Contribution</u>
Richard P. Baccari	50%	\$4,000.00
Downing Properties, Inc.	50%	4,000.00

SCHEDULE A

THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
OF
CORO CENTER PARTNERS, L.P.

<u>Name and Address of Class 88 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 88 Ltd. Partners' Interest *</u>	<u>Agreed to Capital Contribution</u>
Barbara G. Aaron 1925 Wightman Street Pittsburgh, PA 15217	4/10		\$100,000
American Welding Co., Inc. P.O. Box 229 West Warwick, RI 02893	6/10		150,000
Ronald M. Ash & Carol A. Ash JTEN 12A Cutters Green N. Providence, RI 02904	1/10		25,000
Frederick Norman Becker 17715 Golf Blvd. Golf Beaches - Lot 1110 St. Petersburg, FL 33708	1/10		25,000
Peter Belford & Agnes Belford JTEN 204-16 12th Avenue Breezy Point, NY 11697	1/10		25,000
Bernard J. Bernstein 352 Grotto Avenue Providence, RI 02906	1/10		25,000
Maurice A. Bissonnette c/o Advest, Inc. 630 Hospital Trust Building Providence, RI 02903	3/10		75,000
Albert L. Brady 22 Rodman Street Narragansett, RI 02882	2/10		50,000
David R. Brindle 50 St. George Ct. Warwick, RI 02888	1/10		25,000

<u>Name and Address of Class 88 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 88 Ltd. Partners' Interest *</u>	<u>Agreed to Capital Contribution</u>
Ernest G. Canadeo 1478 Elmer St. Wantagh, NY 11793	2/10		\$ 50,000
Harry Carlsen 437 N. Plank Road Newburgh, NY 12550	1/10		25,000
Donald B. Coletti 63 White Birch Road Cranston, RI 02920	1/10		25,000
Charles E. Connor & Helen Connor JTEN 839 Eastchester Drive Columbus, OH 43230	1/10		25,000
Guy Constantopoulos & Elizabeth Constantopoulos JTEN P.O. Box 8 East Quoge, NY 11942	1/10		25,000
Allen J. Cousin 1920 Lincoln Road Pittsburgh, PA 15235	2/10		50,000
Cali Cristian 67-24 183 Street Fresh Meadows, NY 11365	1/10		25,000
Harold L. Durfee & Doris G. Durfee JTEN 12405 St. James Road Rockville, MD 20850	1/10		25,000
Glenn Elliott & Edith Elliott JTEN 63 Route 210 Home, PA 15747	2/10		50,000
Environmental Toxicology, Inc. ATTN: SAMUEL EPSTEIN 860 N. Lakeshore Drive #25M Chicago, IL 60611	4/10		100,000
Eureka Service Corp. ATTN: ARTHUR J. HAYES 20600 Eureka Road Taylor, MI 48180	2		500,000

<u>Name and Address of Class 88 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 88 Ltd. Partners' Interest *</u>	<u>Agreed to Capital Contribution</u>
Richard R. Faella & Ronda V. Faella JTEN 71 Lawrence Drive Cranston, RI 02920	1/10		\$ 25,000
Antonette Falin 290 NW 123 Street N. Miami, FL 33168	1/10		25,000
Gerald Feil 225 W. 34th Street Room 1310 New York, NY 10001	1/10		25,000
Richard E. Fisher c/o Advest, Inc. 3300 Oxford Center Pittsburgh, PA 15219	2/10		50,000
Deborah T. Fox & Michael J. Fox JTEN 9 Hearthwood Drive Barrington, RI 02806	1/10		25,000
Vernon N. Fritchman P.O. Box 443 Indiana, PA 15701	1/10		25,000
Gilchrist Garvey & Dorothy Garvey JTEN Seven Pondview Drive Cumberland, RI 02864	2/10		25,000
Richard L. Gaude & M. Wilma Gaude JTEN 7221 Chestnut Ridge Road Lockport, NY 14094	1/10		25,000
Mildred R. Georger 17 Watson Drive W. Simsbury, CT 06092	1/10		25,000
Elizabeth Gibbs Allen Road Norwalk, CT 06851	1/10		25,000
Howard J. Gibeling 47 Wood Pond Road Glastonbury, CT 06033	1/10		25,000

<u>Name and Address of Class 88 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 88 Ltd. Partners' Interest *</u>	<u>Agreed to Capital Contribution</u>
Arnold S. Goldman & Selma Goldman JTEN Five Baldwin Orchard Drive Cranston, RI 02920	1/10		\$ 25,000
Edward T. Greene P.O. Box 229 West Warwick, RI 02893	1/10		25,000
Harry M. Greenfield 10-25 48th Avenue Long Island City, NY 11101	1/10		25,000
Joseph A. Grimes, Jr. 1015 Third Street, NW Unit 801 Washington, DC 20007	2/10		50,000
Timothy Hadsell & Barbara Hadsell JTEN 47 Old Meadow Plain Simsbury, CT 06070	1/10		25,000
Dr. Mortimer J. Hourihane 26 Dillon Road Woodbridge, CT 06525	1/10		25,000
Brian J. Hughes & Martina L. Hughes JTEN 951 Kathryn Street Indiana, PA 15701	1/10		25,000
International Airleases, Inc. ATTN: DANIEL FERRARESI 950 SE 12th Street Hialeah, FL 33010	2		500,000
Norman Karp & Nancy Karp JTEN RD #7, Box 518 Kittanning, PA 16201	1/10		25,000
Francis P. Kelly 185 Stanley Drive Glastonbury, CT 06033	1/10		25,000
Kenterm, Inc. Albert C. Muse, Pres. 103 Springer Bldg. 3411 Silverside Road Wilmington, DE 19810	6/10		150,000

<u>Name and Address of Class 88 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 88 Ltd. Partners' Interest *</u>	<u>Agreed to Capital Contribution</u>
Brenda Kobacker 90 North Main St. Brewster, NY 10509	1/10		\$ 25,000
John J. Kraft 3121 Upper Mountain Road Sanborn, NY 14132	1/10		25,000
Herbert Kravis 36 Dalewood Road West Caldwell, NJ 07006	1/10		25,000
Roy A. LaCroix & Nancy E. LaCroix JTEN 1 LaCroix Drive West Warwick, RI 02893	1/10		25,000
Eugene H. LaFerrier 71 Maury Street Harrisville, RI 02830	1/10		25,000
Robert P. Lapinski 141 Greenview Drive Indiana, PA 15701	1/10		25,000
Christopher M. Lebo 319 Riverside Street Portsmouth, RI 02871	1/10		25,000
S. David Litman & Roslyn M. Litman JTEN 3600 One Oxford Center Pittsburgh, PA 15219	2/10		50,000
Edward E. Mackey & Cecelia A. Mackey JTEN 131 Cambridge Street Indiana, PA 15701	1/10		25,000
Alfonse Manfredi 36 Jackson Drive N. Providence, RI 02911	1/10		25,000
Joseph Mann, MD & Sigrid Mann JTEN 3245 Island Avenue Toledo, OH 43614	1/10		25,000
John E. Martinelli 20 Washington Place Providence, RI 02903	1/10		25,000

<u>Name and Address of Class 88 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 88 Ltd. Partners' Interest *</u>	<u>Agreed to Capital Contribution</u>
John E. Milone & Doloris C. Milone JTEN 25 Dina's Trail Roslyn Estates, NY 11576	1/10		\$ 25,000
George Moffitt, Jr. Two Chimney Crest Bristol, CT 06010	1/10		25,000
Paul Moore 424 Cumberland Avenue Portland, ME 04101	1/10		25,000
Albert C. Muse 200 Nine Parkway Circle Pittsburgh, PA 15220	4/10		100,000
Charles H. Muse, Jr. 200 Nine Parkway Center Pittsburgh, PA 15220	2/10		50,000
Gretchen Hoffman Naylor & Rev. Robert Hoffman Naylor JTEN Four Higate Lane Smisbury, CT 06070	1/10		25,000
Dr. Belarmino A. Nunes & Karen L. Nunes JTEN 830 Smithfield Avenue Lincoln, RI 02865	5/10		125,000
George W. Nutial 8000 Cleveland Avenue N. Canton, OH 44720	1/10		25,000
William H. O'Brien 101 Scenery Lane Johnston, RI 02917	1/10		25,000
Robert G. Padula 640 Fletcher Road North Kingstown, RI 02852	1/10		25,000
C. Andrew Pretzer 191 Frances Avenue Cranston, RI 02910	1/10		25,000
Dr. John Reidel 520 East Avenue Pawtucket, RI	1/10		25,000

<u>Name and Address of Class 88 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 88 Ltd. Partners' Interest *</u>	<u>Agreed to Capital Contribution</u>
James S. Ripple 7156 Andiron Circle Canton, OH 44702	1/10		\$ 25,000
Philip Rivers & Bonnie Rivers JTEN 144 Hemlock Street E. Greenwich, RI 02818	1/10		25,000
Arthur A. Sasahara, MD 221 Mt. Vernon Street West Newton, MA 02165	1/10		25,000
Wayne W. Scheriff & Anne M. Driscoll JTEN 85-13 Sutter Avenue Ozone Park, NY 11417	1/10		25,000
Robert V. Schoeller & Ann M. Schoeller JTEN 4709 Highview Blvd. Erie, PA 16509	1/10		25,000
Joyce M. Schreiber 65 Orchard Drive Cranston, RI 02920	1/10		25,000
Walter A. Schroth, Jr. 595 North 6th Street Indiana, PA 15701	1/10		25,000
Donald I. Seifert Prosper Hill Road Brewster, NY 10509	1/10		25,000
Larry A. Sklute Five Ann's Court Lawrenceville, NJ 08648	1/10		25,000
Ruth Sones & Geoffrey Sones JTEN 14 Lincoln Avenue Manchester, MA 01944	1/10		25,000
Lewis Joel Spatz 37 Main Street Rockport, MA 01966	1/10		25,000
Donald F. Stahr & Catherine J. Stahr JTEN 45 Jeffrey Street Indiana, PA 15701	1/10		25,000

<u>Name and Address of Class 88 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 88 Ltd. Partners' Interest *</u>	<u>Agreed to Capital Contribution</u>
Bruce L. Stevens 180 Kent Drive East Greenwich, RI 02818	1/10		\$ 25,000
Terrance D. Syrek 810 Summerlea Avenue Washington, PA 15301	2/10		50,000
Paul D. Thompson 144 Woodbury Street Providence, RI 02906	1/10		25,000
Kathleen Torrence 2003 Canyon Drive Los Angeles, CA 90068	1/10		25,000
Joseph E. Tutsch 319 Douglas Avenue Providence, RI 02908	1/10		25,000
Clifford H. Tuttle, Jr. 740 Belleville Avenue New Bedford, MA 02740	4/10		100,000
James L. Walter, Sr. 2348 Tanglewood NE Massillon, OH 44646	1/10		25,000
Dr. Timothy Warren & Danielle A. Warren JTEN 89 Hawthorne Avenue Warwick, RI 02886	1/10		25,000
Raymond J. Whelan & Joanne Whelan JTEN 61 Ripplewater Avenue Massapequa, NY 11758	1/10		25,000
Douglas C. White 400 Red Chimney Drive Warwick, RI 02886	1/10		25,000
Douglas J. Widman & Jill Widman JTEN 5 Buckingham Drive Wayside, NJ 07712	1/10		25,000
Harold D. Wood & Helen L. Wood JTEN RD #3, Box 119 Shelocta, PA 15774	1/10		25,000

<u>Name and Address of Class 88 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 88 Ltd. Partners' Interest *</u>	<u>Agreed to Capital Contribution</u>
Avivah R. Yasnyi 15 Valencia Drive Monsey, NY 10952	1/10		\$ 25,000
John D. Zuccarino & Stuart Alboum TC c/o Alboum Hat Co., Inc. 1439 Springfield Avenue Irvington, NJ 07111	1/10		25,000

* The Interest of each Class 88 Limited Partner in the rights and benefits allocated to the Class 88 Limited Partners as a class shall be allocated among the Class 88 Limited Partners in the ratio which each Class 88 Limited Partner's number of Units bears to the total number of Units of all Class 88 Limited Partners. The Interest of all Limited Partners in the rights and benefits allocated to the Limited Partners as a group shall be shared 42% by the Class 88 Limited Partners and 58% by the Class 89 Limited Partners.

<u>Name and Address of Class 89 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 89 Ltd. Partners' Interest **</u>	<u>Agreed to Capital Contribution</u>
Bernard F. Berkowitz & Claire Berkowitz JTEN 2500 Parkview Dr. #1221 Hallandale, FL 33009	1/10		\$ 25,000
Robert H. Brindley & Dorothy L. Brindley JTEN 59 White Birch Road East Hampton, CT 06424	1/10		25,000
Gloria M. Brown 138 Worthington St. Springfield, MA 01109	1/10		25,000
Alane E. Carter P.O. Box 58 Slocum, RI 02877	1/10		25,000
Richard B. Colby & Janet McW. Colby JTEN 31 Lee Road Barrington, MA 02806	2/10		50,000

<u>Name and Address of Class 89 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 89 Ltd. Partners' Interest **</u>	<u>Agreed to Capital Contribution</u>
Waltraud Coli 54 Seaview Ave. Cranston, RI 02905	1/10		\$ 25,000
Ernest E. Cormier & Carol E. Cormier JTEN 40 Newton Avenue Narragansett, RI 02882	1/10		25,000
James V. Dandeneau 55 Tarklin Road Harrisville, RI 02830	1/10		25,000
Bart D. DePetrillo, M.D. 167 North Farm Rd. Middleberry, CT 06762	1/10		25,000
Louis DiCola 4 April Court Providence, RI 02908	1/10		25,000
Arthur H. Freedman, M.D. 73 Austin Road Sudbury, MA 01776	1/10		25,000
James A. German 564 Kelsey St. Middletown, CT 06457	1/10		25,000
Richard T. Gibbons 115 Middle Haddam Rd. Middle Haddam, CT 06456	1/10		25,000
Cynthia G. Grosch 44 Red Coat Lane Unionville, CT 06085	2/10		50,000
Harold W. Johnson 1226 Tuckertown Rd. Wakefield, RI 02879	1/10		25,000
Gordon Langston, M.D. 7231 North Thorny Dale Road Tucson, AZ 85741	1/10		25,000

<u>Name and Address of Class 89 Limited Partners</u>	<u>Unit(s)</u>	<u>Proportionate Share of Class 89 Ltd. Partners' Interest **</u>	<u>Agreed to Capital Contribution</u>
Biagio L. Longo 106 Middle Road East Greenwich, RI 02818	1/10		\$ 25,000
F. Dennis McCool, M.D. 10 Summer Drive Seekonk, MA 02771	1/10		25,000
Francis L. McNelis & Shirley L. McNelis JTEN 350 Whalen Avenue Providence, RI 02906	1/10		25,000
William H. O'Brien & Patricia O'Brien JTEN 101 Scenery Lane Johnston, RI 02917	1/10		25,000
John Riedel, M.D. 520 East Avenue Pawtucket, RI 02860	1/10		25,000
Dennis J. Sheridan 415 East 80th Street Apt. 1F New York, NY 10021	1/10		25,000
Elizabeth A. Shinabarger 48 Thomson Rd. West Hartford, CT 06107	1/10		25,000
William K. Terry & Mary E. Terry JTEN 65 Grove Street Hopkinton, MA 01748	1/10		25,000

** The Interest of each Class 89 Limited Partner in the rights and benefits allocated to the Class 89 Limited Partners as a class shall be allocated among the Class 89 Limited Partners in the ratio which each Class 89 Limited Partner's number of Units bears to the total number of Units of all Class 89 Limited Partners. The Interest of all Limited Partners in the rights and benefits allocated to the Limited Partners as a group shall be shared 42% by the Class 88 Limited Partners and 58% by the Class 89 Limited Partners.

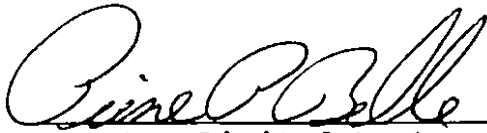
23481
JJG 6/27/89

Exhibit 1

PROPERTY

That land described in a survey plan of Assessors Plat 21, Lots 30, 186, 187, 198, 202, 244, 254 and 394 situated in Providence, Rhode Island, by Leonard A. Garofalo & Associates, Inc. Dwg. No. 2423 Job No. C-2458, dated March 3, 1986, revised May 18, 1988, which is owned by the Partnership.

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.



Investor Limited Partner
(Signature)

Pierre P Belle

Print Name

Co-Investor Limited Partner
(Signature)

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

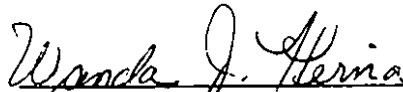
_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF ORANGE

In New Windsor, N.Y. on the 30th day of May,
1989, before me personally appeared Pierre P. Belle to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]



Notary Public

My commission expires Nov. 30, 1989

WANDA J. HERINA
Notary Public, State of New York
Qualified in Orange County
No. 4652226
Commission Expires Nov. 30, 1989

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the _____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public

My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Mackey Bennett
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

MACKY BENNETT
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Maine
COUNTY OF Cumberland

In Portland on the 13th day of September,
1989, before me personally appeared Mackey Bennett to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by Mackey Bennett executed is her free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Christine L. Thorne
Notary Public
My commission expires: 2/5/96

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

James E Bent
Investor Limited Partner
(Signature)

Frances W Bent
Co-Investor Limited Partner
(Signature)

JAMES E BENT
Print Name

FRANCES W BENT
Print Name

If more than one purchaser, indicate form of ownership:

X Joint Tenants _____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CONN
COUNTY OF HARTFORD

In WEST HARTFORD on the 10th day of AUGUST,
1989, before me personally appeared JAMES E. BENT to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by HIM executed is HIS free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Thomas A. Foggia
Notary Public
My commission expires: 3/31/94

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CONN
COUNTY OF HARTFORD

In WEST HARTFORD on the 10th day of AUGUST,
1989, before me personally appeared FRANCES W. BENT to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by HER executed is HER free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Thomas A. Foggia
Notary Public
My commission expires: 3/31/94

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

John E. Bucci
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

John E. Bucci JR
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In person on the 14th day of June,
1989, before me personally appeared John E. Bucci to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A. Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

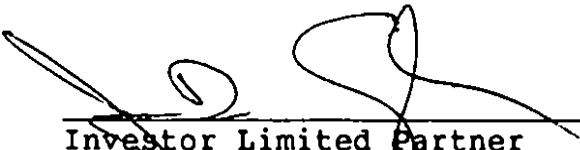
STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.


Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

James D. Engle
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In person on the 21st day of June,
1989, before me personally appeared James D. Engle to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]


Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Claire H. Flanagan
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

CLAIRE H. FLANAGAN
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In _____ on the 18 day of May,
1989, before me personally appeared Claire Flanagan to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by she executed is her free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy C. Jones
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Nathaniel B. Gouse
Investor Limited Partner
(Signature)

Tema P. Gouse
Co-Investor Limited Partner
(Signature)

NATHANIEL B. GOUSE
Print Name

TEMA P. GOUSE
Print Name

If more than one purchaser, indicate form of ownership:

X Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In Providence on the 22 day of May,
1989, before me personally appeared Nathaniel B. Gouse to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A. Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

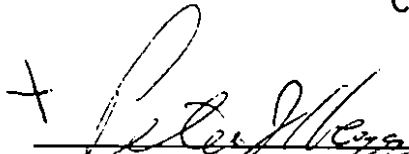
STATE OF RI
COUNTY OF Providence

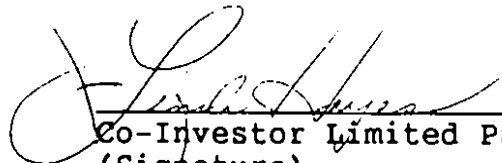
In Providence on the 22 day of May,
1989, before me personally appeared Tema P. Gouse to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A. Johnson
Notary Public
My commission expires: 6/30/91

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.


Investor Limited Partner
(Signature)


Co-Investor Limited Partner
(Signature)

PETER J. HAYES.
Print Name

LINDA HAYES
Print Name

If more than one purchaser, indicate form of ownership:

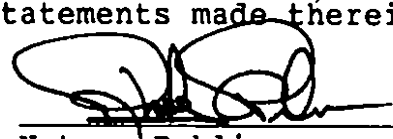
X Joint Tenants _____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF NIAGARA

In LOCKPORT N.Y. on the 12TH day of JUNE, 1989, before me personally appeared PETER J. HAYES. to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by HIM executed is HIS free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]


RHODES C. PALMER 4621
Notary Public, State of New York
Qualified in Erie & Niagara County
My Commission Expires July 31, 1989

Notary Public

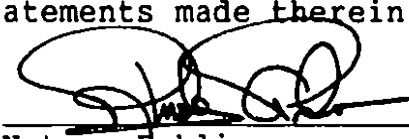
My commission expires: 7-31-89

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW YORK
COUNTY OF NIAGARA

In LOCKPORT N.Y. on the 12TH day of JUNE, 1989, before me personally appeared _____ to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by _____ executed is _____ free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]


RHODES C. PALMER 4621
Notary Public, State of New York
Qualified in Erie & Niagara County
My Commission Expires July 31, 1989

Notary Public

My commission expires: 7-31-89

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

William A. Horton
Investor Limited Partner
(Signature)

William A. Horton
Print Name

Co-Investor Limited Partner
(Signature)

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Id
COUNTY OF Cowlitz

In Portland on the 12 day of July,
1989, before me personally appeared William A. Horton to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Charles D. Horton
Notary Public
My commission expires: 3/3/92

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is ____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Edmond Jacques
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

Edmond Jacques
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In person on the 14th day of June,
1989, before me personally appeared Edmond Jacques
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy O. Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Attila Kaloz
Investor Limited Partner
(Signature)

ATTILA KALUZ
Print Name

Barbara Kaloz
Co-Investor Limited Partner
(Signature)

BARBARA KALUZ
Print Name

If more than one purchaser, indicate form of ownership:

☒ Joint Tenants ☐ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NY
COUNTY OF NY

In New York on the 28 day of JUNE, 1989, before me personally appeared ATTILA KALUZ to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by HIM executed is HIS free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Anna Miriam Samuel
ANNA MIRIAM SAMUEL
Notary Public, State of New York
No. 31-4683158
Notary Public, State of New York
My commission expires: Feb 28, 1991

INDIVIDUAL ACKNOWLEDGMENT


STATE OF NY
COUNTY OF NY

In New York on the 28 day of JUNE, 1989, before me personally appeared BARBARA KALUZ to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by HER executed is HER free act and deed, and declared that the statements made therein were true.

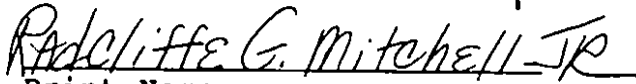
[NOTARY SEAL]

Anna Miriam Samuel
ANNA MIRIAM SAMUEL
Notary Public, State of New York
No. 31-4683158
My commission expires: Feb 28, 1991

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.


Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)


Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF CUMBERLAND

In Portland Maine on the 21st day of July,
1989, before me personally appeared Radcliffe Mitchell to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]


Notary Public

My commission expires ~~MY COMMISSION EXPIRES~~
NOVEMBER 26, 1995

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Nancy Hopkins Nasznic
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

Nancy Hopkins Nasznic
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In Westchester on the 9 day of August,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is de free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Maquette C. Davis
Notary Public
My commission expires: 6/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is ____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Fernando Pacifico
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

Fernando Pacifico
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF New York
COUNTY OF Queens

In Queens County on the 13 day of June, 1989, before me personally appeared Fernando Pacifico to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by him executed is his free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

LANCE STEVEN SILVERMAN
Notary Public, State of New York
No. 4745106
Qualified in Suffolk County
Commission Expires October 31, 1989

[Signature]
Notary Public

My commission expires: 10/31/89

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____, 1989, before me personally appeared _____ to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by _____ executed is _____ free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Notary Public

My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Neal Posternak
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

Neal Posternak
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF MASS
COUNTY OF SUFFOLK

In Boston on the 12th day of June,
1989, before me personally appeared Neal Posternak to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Lori J. Dutch
Notary Public
My commission expires: 11-13-92

INDIVIDUAL ACKNOWLEDGMENT


STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.


Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

JOHN R. PREVIS
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

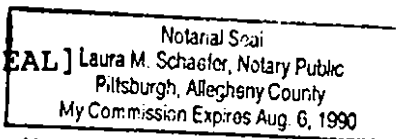
_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

In PITTSBURGH on the 15th day of JUNE,
1989, before me personally appeared JOHN R. PREVIS to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]  Laura M. Schaefer, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug. 6, 1990
Member, Pennsylvania Association of Notaries

Laura M. Schaefer
Notary Public
My commission expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

In _____ on the _____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Vito Russo
Investor Limited Partner,
(Signature)

Vito Russo
Print Name

Julia Russo
Co-Investor Limited Partner
(Signature)

Julia Russo
Print Name

If more than one purchaser, indicate form of ownership:

☒ Joint Tenants

☐ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF R.I.
COUNTY OF PROVIDENCE

In PROVIDENCE on the 2nd day of MAY,
1989, before me personally appeared Vito & Julia Russo to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by Vito & Julia executed is their free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Maureen Ambrose
Notary Public
My commission expires: June 30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF R.I.
COUNTY OF PROVIDENCE

In PROVIDENCE on the 2nd day of May,
1989, before me personally appeared Vito & Julia Russo to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by Vito & Julia executed is their free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Maureen Ambrose
Notary Public
My commission expires: June 30/91

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Alice Shartzee

Investor Limited Partner
(Signature)

Stephen A.M. Shartzee

Co-Investor Limited Partner
(Signature)

Alice Shartzee

Print Name

Stephen A.M. Shartzee

Print Name

If more than one purchaser, indicate form of ownership:

✓

Joint Tenants

Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF R.I.
COUNTY OF Providence Plantations

In Providence on the 14th day of June 1989,
1989, before me personally appeared Alice & Stephen Shartzee
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by Alice & Stephen executed is their free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

M. Allen Shartzee

Notary Public

My commission expires: June 30, 1991

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public

My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Chester J. Siwik
Investor Limited Partner
(Signature)

Concepcion R. Siwik
Co-Investor Limited Partner
(Signature)

Chester J. Siwik
Print Name

Concepcion R. Siwik
Print Name

If more than one purchaser, indicate form of ownership:

✓ Joint Tenants

 Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ct
COUNTY OF Hartford

In on the 14th day of June,
1989, before me personally appeared Chester J. Siwik to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Dolores S. Tarascio
Notary Public
My commission expires: March 31, 1991

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ct
COUNTY OF Hartford

In on the 14th day of June,
1989, before me personally appeared Concepcion R. Siwik to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by executed is her free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Dolores S. Tarascio
Notary Public
My commission expires: March 31, 1991

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Mary Tutsch
Investor Limited Partner
(Signature)

Joseph T. Tutsch
Co-Investor Limited Partner
(Signature)

Mary Tutsch
Print Name

Joseph T. Tutsch
Print Name

If more than one purchaser, indicate form of ownership:

✓ Joint Tenants Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In person on the 3rd day of August,
1989, before me personally appeared Mary Tutsch to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by her executed is her free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A. Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In person on the 3rd day of August,
1989, before me personally appeared Joseph T. Tutsch to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A. Johnson
Notary Public
My commission expires: 6/30/91

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Elliot Wolfson

Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

ELLIOT WOLFSON

Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In PERSON on the 12th day of JUNE,
1989, before me personally appeared ELLIOT WOLFSON to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by HIM executed is HIS free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Francis C. Richard
Notary Public
My commission expires: 10/6/90

FRANCIS C. RICHARD
Notary Public, State of New York
No. 084873174
Qualified in Bronx County
Commission Expires 10/6/90

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the _____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Claire Berkowitz
Investor Limited Partner
(Signature)

CLAIRE BERKOWITZ
Print Name

Bernard F. Berkowitz
Co-Investor Limited Partner
(Signature)

BERNARD F. BERKOWITZ
Print Name

If more than one purchaser, indicate form of ownership:

☒ Joint Tenants ☐ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

In HALLANDALE on the 13TH day of JUNE, 1989, before me personally appeared CLAIRE BERKOWITZ to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by HER executed is HER free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Charles J. [Signature]

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 1, 1991
BONDED THRU GENERAL INS. CO.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

In HALLANDALE on the 13TH day of JUNE, 1989, before me personally appeared BERNARD F. BERKOWITZ to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by HIM executed is HIS free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Charles J. [Signature]

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 1, 1991
BONDED THRU GENERAL INS. CO.

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Robert H. Brindley
Investor Limited Partner
(Signature)

ROBERT H. BRINDLEY
Print Name

Dorothy L. Brindley
Co-Investor Limited Partner
(Signature)

DOROTHY L. BRINDLEY
Print Name

If more than one purchaser, indicate form of ownership:

X

Joint Tenants

Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CONN
COUNTY OF HARTFORD

In PERSON on the 16th day of JUNE, 1989, before me personally appeared ROBERT H. + DOROTHY L. BRINDLEY to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by HER executed is HER free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Thomas A. Fazzino
Notary Public
My commission expires: 3/31/94

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CONN
COUNTY OF HARTFORD

In PERSON on the 16th day of JUNE, 1989, before me personally appeared ROBERT H. BRINDLEY to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by HIM executed is HIS free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Thomas A. Fazzino
Notary Public
My commission expires: 3/31/94

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Gloria Brown
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

Gloria Brown
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In Springfield on the 16 day of June,
1989, before me personally appeared Gloria Brown to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

[Signature]
Notary Public
My commission expires: 1/31/90

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Alane Carter
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

ALANE CARTER
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF R.I.
COUNTY OF Providence

In Person on the 5th day of June,
1989, before me personally appeared Alane Carter to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by her executed is her free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy O. Simon
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Richard B. Colby
Investor Limited Partner
(Signature)

Janet McWain Colby
Co-Investor Limited Partner
(Signature)

Richard B Colby
Print Name

Janet McWain Colby
Print Name

If more than one purchaser, indicate form of ownership:

✓

Joint Tenants

Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In Providence on the 30th day of May,
1989, before me personally appeared Richard B Colby to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In Providence on the 30th day of May,
1989, before me personally appeared Janet McWain Colby to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by her executed is her free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A Johnson
Notary Public
My commission expires: 6/30/91

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

[Signature]
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

WALTRUD COLI
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In person on the 9th day of June,
1989, before me personally appeared Waltraud Coli to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A. Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT


STATE OF
COUNTY OF

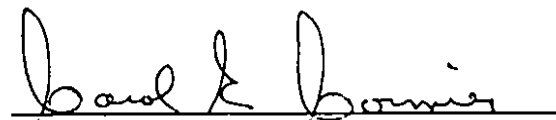
In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.


Investor Limited Partner
(Signature)


Co-Investor Limited Partner
(Signature)

ERNEST E. Cormier
Print Name

Carol E. Cormier
Print Name

If more than one purchaser, indicate form of ownership:

☒ Joint Tenants ☐ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Kent

In West Warwick on the 26th day of June, 1989, before me personally appeared Ernest Cormier to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by him executed is his free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Marquette C. Davis
Notary Public
My commission expires: 6/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Kent

In West Warwick on the 26th day of June, 1989, before me personally appeared Carol Cormier to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by her executed is her free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Marquette C. Davis
Notary Public
My commission expires: 6/91

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

James V. Dandeneau

Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

James V. Dandeneau

Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Rt
COUNTY OF Rent

In West Warwick on the 20th day of June,
1989, before me personally appeared James V. Dandeneau to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Marquette C. Daser
Notary Public
My commission expires: 6/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Paul A. Peck

Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

Boyd DePetrillo MD

Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

In Person on the 12th day of June, 1989, before me personally appeared Boyd DePetrillo MD to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by _____ executed is his free act and deed, and declared that the statements made therein were true. *

[NOTARY SEAL]

Dolores L. Tarascio

Notary Public

My commission expires: March 31, 1991

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

In _____ on the ____ day of _____, 1989, before me personally appeared _____ to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by _____ executed is _____ free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Notary Public

My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

[Signature]
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

LOUIS D. COLA
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In person on the 1st day of June,
1989, before me personally appeared Louis D. Cola to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

[Signature]
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

CORO CENTER PARTNERS, L.P.

Investor Limited Partner
(Signature)

(Signature)

Print Name

Print Name

If more than one purchaser, indicate form of ownership:

Joint Tenants

Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Massachusetts
COUNTY OF South Middlesex

In NATICK on the 22 day of MAX, 1989, before me personally appeared Arthur H. Freedman to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by his ~~his~~ him executed is his free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Notary Public

My commission expires: July 3, 1992

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____, 1989, before me personally appeared _____ to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by _____ executed is _____ free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Notary Public

My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

James A. German
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

James A. German
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Conn
COUNTY OF Middlesex

In Middletown on the 13th day of June,
1989, before me personally appeared James A. German to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by James A. German executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Robert S. Simpson
Notary Public
My commission expires: 3/31/94

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Richard T. Gibbons
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

Richard T. Gibbons
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Conn
COUNTY OF Middlesex

In Middletown on the 5th day of June,
1989, before me personally appeared Richard T. Gibbons to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by Richard T. Gibbons executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Roberta S. Simpson
Notary Public
My commission expires: 3/31/94

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

x Cynthia G. Grosch
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

CYNTHIA G. GROSCH
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF CONN
COUNTY OF HARTFORD

In Avon CT on the 13 day of JUNE,
1989, before me personally appeared CYNTHIA G. GROSCH to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by ME executed is MY free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Dolores S. Tarascio
Notary Public
My commission expires: Mar 31, 1991

INDIVIDUAL ACKNOWLEDGMENT

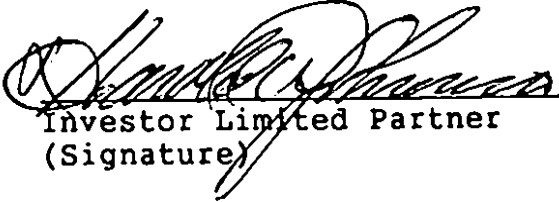
STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.


Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

Harold W. Johnson
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In Providence on the 9th day of May,
1989, before me personally appeared Harold W. Johnson to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Mundy Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

[Signature]
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

DR. GORDON LANGSTON
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In person on the 6th day of June,
1989, before me personally appeared Gordon Langston to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A. Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

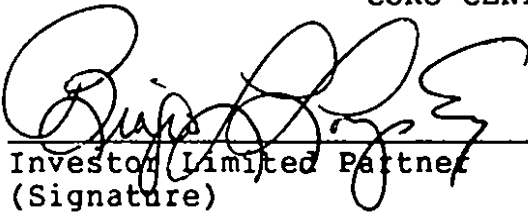
STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

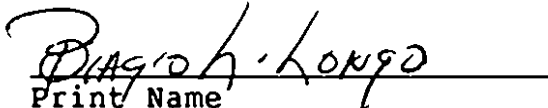
[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.


Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)


Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Rhode Island
COUNTY OF Kent

In West Warwick on the 24th day of JUNE,
1989, before me personally appeared DIAGIO L. LONGO to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]


Notary Public
My commission expires: 6-30-91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

J. Dennis McCool

Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

F. DENNIS MCCOOL

Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *RI*
COUNTY OF *Providence*

In person on the 6th day of June,
1989, before me personally appeared F. Dennis McCool to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A. Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

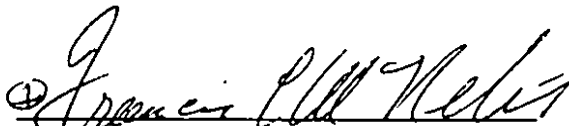
STATE OF
COUNTY OF

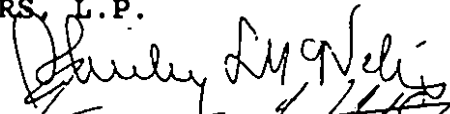
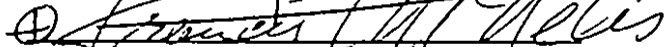
In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.


Investor Limited Partner
(Signature)



Co-Investor Limited Partner
(Signature)

FRANCIS L. MCNELIS
Print Name

SHIRLEY L. MCNELIS
Print Name

If more than one purchaser, indicate form of ownership:

X Joint Tenants _____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Rhode Island
COUNTY OF Providence

In Providence on the 24th day of April,
1989, before me personally appeared Francis McNelis to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]


Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Rhode Island
COUNTY OF Providence

In Providence on the 24th day of April,
1989, before me personally appeared Shirley McNelis to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]


Notary Public
My commission expires: 6/30/91

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

William H O'Brien
Investor Limited Partner
(Signature)

Patricia O'Brien
Co-Investor Limited Partner
(Signature)

William H O'Brien
Print Name

Patricia O'Brien
Print Name

If more than one purchaser, indicate form of ownership:

☒ Joint Tenants ☐ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Kent

In West Warwick on the 26th day of June, 1989, before me personally appeared William O'Brien to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by them executed is their free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Marquette C. Jasso
Notary Public
My commission expires: 1/91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Kent

In West Warwick on the 26th day of June, 1989, before me personally appeared Patricia O'Brien to me known and known by me to be the person executing the foregoing instrument, and after being duly sworn, swore that the said instrument by them executed is their free act and deed, and declared that the statements made therein were true.

[NOTARY SEAL]

Marquette C. Jasso
Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

John Riedel
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

John Riedel
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

____ Joint Tenants

____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF RI
COUNTY OF Providence

In _____ on the 8th day of May,
1989, before me personally appeared John Riedel to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Wendy A. Johnson
Notary Public
My commission expires: 6/30/91

INDIVIDUAL ACKNOWLEDGMENT

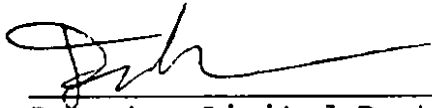
STATE OF _____
COUNTY OF _____

In _____ on the _____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.



Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

Dennis F. Sheridan

Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NY
COUNTY OF NY

In _____ on the 13th day of June,
1989, before me personally appeared Dennis U. Sheridan to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public, State of New York
No. 21459, 15
Qualified in Kings County
Commission Expires 5/31/91

Maria Canatella

Notary Public

My commission expires: 5.31.91.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF
COUNTY OF

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public

My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

Elizabeth A. Shinabarger
Investor Limited Partner
(Signature)

Co-Investor Limited Partner
(Signature)

ELIZABETH A. SHINABARGER
Print Name

Print Name

If more than one purchaser, indicate form of ownership:

_____ Joint Tenants

_____ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

In PERSON on the 22 day of MAY
1989, before me personally appeared ELIZABETH A. SHINABARGER
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by HER executed is HER free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Nancy L. Durbin
Notary Public
My commission expires: 3-31-91

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

In _____ on the ____ day of _____,
1989, before me personally appeared _____ to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by _____ executed is _____ free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

Notary Public
My commission expires: _____

INVESTOR LIMITED PARTNER COUNTERPART SIGNATURE PAGE -
THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE
CORO CENTER PARTNERS, L.P.

William K. Terry
Investor Limited Partner
(Signature)

Mary E. Terry
Co-Investor Limited Partner
(Signature)

William K. Terry
Print Name

Mary E. Terry
Print Name

If more than one purchaser, indicate form of ownership:

☒ Joint Tenants

☐ Tenants-In-Common

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Massachusetts
COUNTY OF Middlesex

In April 1989 on the 20 day of May,
1989, before me personally appeared William K. Terry to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by him executed is his free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

David M. [Signature]
Notary Public
My commission expires: 10/22/93

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Massachusetts
COUNTY OF Middlesex

In April 1989 on the 20 day of May,
1989, before me personally appeared Mary E. Terry to
me known and known by me to be the person executing the
foregoing instrument, and after being duly sworn, swore that
the said instrument by her executed is her free act
and deed, and declared that the statements made therein were
true.

[NOTARY SEAL]

David M. [Signature]
Notary Public
My commission expires: 10/22/93

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SECRETARY OF STATE
CORRECTIONS DIV.
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