

is as follows:

<u>Name</u>	<u>Residence Address</u>
George Macomber, a General Partner	140 Monument Street Concord, Massachusetts
William D. Warner, a General Partner	30 Benefit Street Providence, Rhode Island
Moshassuck Nominee Trust, a Limited Partner	27 East Manning Street 30 Benefit Street Providence, Rhode Island

5. The term for which the Partnership is to exist is from the date hereof until midnight December 31, 2044.

6. The amount of cash and a description and the agreed value of other property contributed by each Limited Partner is none.

7. The Limited Partner has agreed to contribute up to an aggregate of \$252,000 in cash from time to time at the request of the General Partners.

8. There is no agreement as to the time when the contribution of a Limited Partner is to be returned although the General Partners are empowered to return the capital of a Limited Partner at any time in their absolute discretion.

9. The share of the profits or the other compensation by way of income which the Limited Partner shall receive by reason of his contribution is as follows:

- (a) During the period commencing with the formation of of the Partnership and terminating upon the expiration of ten (10) years following the close of the construction period (as defined in Section 2.7 of the Limited Partnership Agreement) the Limited Partner shall receive 85% of the net cash operating receipts

(as defined in the Limited Partnership Agreement).

Thereafter, the Limited Partner shall receive 50% of said net cash operating receipts.

- (b) Net capital proceeds (as defined in the Limited Partnership Agreement) shall be distributed first to the Limited Partners to the extent that its original capital contribution exceeds all prior distributions to them of net capital proceeds, and then to the General Partners in payment of their original capital contributions to the Partnership, and thereafter the Limited Partner shall receive 40% of the balance of net capital proceeds distributed.

10. The right of a Limited Partner to substitute an assignee in his place and the terms and conditions of the substitution are as follows:

- (a) The Moshassuck Nominee Trust may transfer or assign or sell all or any part of its Limited Partnership interest to any natural person of full age and competency who executes a written agreement adopting all of the terms and provisions of the Limited Partnership Agreement. To the extent that such an assignee of the Trust's Partnership interest shall agree with the Partnership to assume the Trust's obligations to make capital contributions, the Trust shall be released from its obligation to do so.
- (b) Any Limited Partner other than Moshassuck Nominee Trust may dispose of all or any part of its Limited

Partnership interest subject to ninety (90) day right of first refusal in all of the other Partners provided, however, that such right of first refusal shall not apply to a disposition of the Partnership interest to any of the following described assignees:

- (1) to or for the benefit of the Limited Partner's spouse, children or lineal descendants, or
- (2) to the legal representatives of a deceased or incapacitated Limited Partner, or
- (3) to a charitable, religious or educational organization.

Any permissible assignee of a Limited Partner shall have the right to become a Limited Partner with the same distributive shares as were assigned to the assigning Limited Partner provided that such assignee is a natural person of full age and competency, and has executed a written agreement to adopt all of the terms and provisions of the Limited Partnership Agreement.

- (c) Upon the death of a Limited Partner, his personal representative and thereafter his distributee shall have all of the rights of a Limited Partner in the Partnership to the extent of the deceased Limited Partner's interest therein, subject to the terms and conditions of the Agreement and the deceased Limited Partner's estate or distributee shall be liable for all of his liabilities as a Limited Partner.

11. The Partners do not have any right to admit Limited Partners except upon transfers of existing Partnership interests in accordance with the terms of the Limited Partnership Agreement.

12. No Limited Partners shall have priority over other Partners as to contributions or as to compensation by way of income.

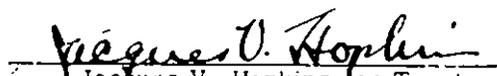
13. The right of a remaining General Partner or General Partners to continue the business on the death, retirement or incompetency of a General Partner is as follows: Should any one of the General Partners die, retire, become incompetent or be adjudicated bankrupt (such General Partner or his personal representative, guardian or other representative as the case may be is hereinafter called the "Withdrawing General Partner") leaving two General Partners remaining thereafter (herein called the "Remaining General Partners", said Remaining General Partners shall continue the business of the Partnership for the balance of the term thereof. Should the death, retirement, incompetency or adjudication of bankruptcy of any General Partner result in only one General Partner remaining, the Remaining General Partner shall have the right, but not the obligation, to elect to continue the business of the Partnership for the term thereof. Notwithstanding the foregoing, if the death, retirement, incompetency or adjudication of bankruptcy of a General Partner results in only one General Partner remaining prior to the closing of the construction period (as defined in Section 2.7 of the Limited Partnership Agreement) the Remaining General Partner shall continue the business until said closing and, thereafter, shall have the right, but not the obligation, to continue the business of the Partnership.

14. The right is not given to any Limited Partner to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the parties have hereunto set
their hands this 19th day of January, 1972.


George Macomber


William D. Warner


Jacques V. Hopkins, as Trustee
of Moshassuck Nominee Trust
under a Declaration of Trust
dated January 19, 1972, and not
individually.

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

January 19, 1972

George Macomber, being duly sworn, does depose and say
that he, George Macomber, is a General Partner named in the foregoing
certificate and that the statements made in said certificate are true.


George Macomber

Sworn to before me this 19th day of
January, 1972.


Notary Public

My commission expires: April 30, 1976

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

January 19, 1972

William D. Warner, being duly sworn, does depose and say that he, William D. Warner, is a General Partner named in the foregoing certificate and that the statements made in said certificate are true.

William D. Warner
William D. Warner

Sworn to before me this 19th day of January, 1972.

Malcolm Parmenter
Notary Public

My Commission expires: June 30, 1976

STATE OF RHODE ISLAND

COUNTY OF

January 19, 1972

Jacques V. Hopkins, being duly sworn, does depose and say that he, Jacques V. Hopkins, is Trustee of Moshassuck Nominee Trust under a Declaration of Trust dated January 9, 1972, named in the foregoing certificate and that the statements made in said certificate are true.

Jacques V. Hopkins
Jacques V. Hopkins,
Trustee as aforesaid

Sworn to before me this 19th day of January, 1972.

Malcolm Parmenter
Notary Public

My commission expires: June 30, 1976

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COMMUNICATIONS SECTION

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JAN 24 1972