

# State of Rhode Island and Providence Plantations

## CERTIFICATE OF LIMITED PARTNERSHIP

Be it Known to All by these Presents, That we, the undersigned, desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 7-13 of the General Laws of Rhode Island, do execute the following Certificate of Limited Partnership:

FIRST. The name of the partnership shall be Ajax Associates L.P.

SECOND. The character of the business conducted by the partnership shall be purchase and development of real estate including purchase, renovation, lease and sale.

THIRD. The address of the specified office of the partnership is 172 Thames Street, Newport, RI

(NO. STREET, CITY OR TOWN IN RHODE ISLAND)

and the name of the specified agent for service of process at such address is Christopher Otis Bradley

FOURTH. The names and residences of all members of the partnership, both general and limited, are as respectively designated. (Use Schedule A if space below is not sufficient.)

| General Partners         | Residence<br><small>(NO STREET, CITY OR TOWN, STATE)</small> |
|--------------------------|--|
| Christopher Otis Bradley | 118 Prospect Hill St., Newport, RI                           |
| Eric Richard Watne       | 3-5 Vicksburg Place, Newport, RI                             |

| Limited Partners              | Residence<br><small>(NO STREET, CITY OR TOWN, STATE)</small> |
|-------------------------------|--|
| Christopher Otis Bradley      | 118 Prospect Hill St., Newport, RI                           |
| Eric Richard Watne            | 3-5 Vicksburg Place, Newport, RI                             |
| William Weeks and Robin Weeks | 149 Dan's Highway, New Canaan, CT                            |
| Patricia Place Smith          | Hutchinson Parkway, Litchfield, CT                           |

FIFTH. The following items listed immediately below shall be the contribution of each partner. (Use Schedule A if space below is not sufficient.)

| Name of Partner               | Cash        | Property other than Cash | Value |
|-------------------------------|-------------|--------------------------|-------|
| Christopher Otis Bradley      | \$15,000.00 |                          |       |
| Eric Richard Watne            | \$15,000.00 |                          |       |
| William Weeks and Robin Weeks | \$15,000.00 |                          |       |
| Patricia Place Smith          | \$15,000.00 |                          |       |

and the items listed immediately below shall be the future contributions, agreed to be made by each partner. (Use Schedule A if space below is not sufficient.)

| Name of Partner | Cash | Property other than Cash | Value |
|-----------------|------|--------------------------|-------|
| None            |      |                          |       |

SIXTH. The times at which or the events on the happening of which said future contributions shall be made shall be N/A

SEVENTH. Provisions (if any) for the power of a limited partner to grant the right to become a limited partner to an assignee of any part of his partnership interest, and the terms and conditions of the power. See paragraphs 13 and 14 of the attached agreement of Limited Partnership.

EIGHTH. If agreed upon, the time at which or the events on the happening of which a partner may terminate his/her/its membership in the limited partnership and the amount of, or the method of determining the distribution to which a partner may be entitled respecting his/her/its partnership interest, and the terms and conditions of the termination and distribution .....  
See paragraph 14 of the attached agreement.

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership ..... See paragraph 6 of the attached agreement.

TENTH. The right (if any) of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contributions ..... See paragraph 6 of the attached agreement.

ELEVENTH. The time (if any) at which or events (if any) upon the happening of which the limited partnership is to be dissolved and its affairs wound up ..... See paragraph 14 of the attached agreement.

TWELFTH. The right (if any) of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner ..... See paragraph 9 of the attached agreement.



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AJAX ASSOCIATES L.P.  
LIMITED PARTNERSHIP AGREEMENT

Law Offices of  
Richard P. D'Addario  
One Courthouse Square  
Newport, Rhode Island 02840  
(401) 849-0880

General Partners  
Christopher O. Bradley  
Eric R. Watne

AJAX ASSOCIATES L.P.

LIMITED PARTNERSHIP AGREEMENT

DATED: 1986

A Rhode Island Limited Partnership

Christopher Otis Bradley and Eric Richard Watne, both of Newport, Rhode Island, as General Partner, and the persons designated as Limited Partners on Schedule A hereof, as the Limited Partners, by the execution of this Agreement hereby form a Rhode Island Limited Partnership (the "Partnership"), to be known as AJAX ASSOCIATES L.P., pursuant to Rhode Island General Laws Section 7-13-1 et seq, effective upon the filing of the original Certificate of Limited Partnership, and to be treated as a partnership for Federal income tax purposes under Subchapter K of the Internal Revenue Code of 1954 as amended. The General and Limited Partners (collectively the "Partners") hereby further agree as follows:

1. Formation of Partnership. The parties hereto shall immediately execute all such certificates and other documents and make such filings and recordings and do such other acts conforming hereto as shall constitute compliance with all requirements for the formation of a limited partnership under the laws of the State of Rhode Island. The parties hereto also agree and obligate themselves to execute all such certificates and other documents conforming hereto and to do all such recording, publishing, and other acts as may be necessary or appropriate in all other states where the Partnership shall determine to do business.

2. Place of Business and Agent for Service of Process.

(a) The initial principal place of business of the Partnership shall be 172 Thames Street, Newport, Rhode Island 02840. The Partnership business may also be conducted at such substitute or additional places in Rhode Island or elsewhere from time to time as the General Partner may determine. In the event of a change of the principal place of business, the General Partner shall promptly notify the Limited Partners of the new principal place of business.

(b) The initial agent for service of process of the Partnership shall be Christopher Otis Bradley, 172 Thames Street, Newport, Rhode Island 02840.

3. Purpose. The Partnership is organized for the purpose of acquiring, improving, holding for investment, operating or otherwise dealing with the real property known as 400-402 High Street, Bristol, Rhode Island. In furtherance of such purpose, the Partnership shall have full power and authority to purchase

and otherwise acquire, sell, mortgage, lease, or otherwise dispose of and to make any other arrangements concerning real or personal property or interests therein, any of which mortgages, leases, or other arrangements may be for a term or terms extending beyond any possible termination of the Partnership, to borrow money, to enter into contracts of any kind, and to engage in such other activities and to enter into such other undertakings as may be appropriate in connection with the foregoing, all to the extent permitted by law.

4. Term. The Partnership shall continue in existence until terminated by instrument in writing signed by the General Partner and by Partners, including the General Partner, entitled at the time to 51% or more of the Partnership profits interest.

5. Capital Contributions.

(a) Each limited partner shall contribute the total sum of Fifteen Thousand (\$15,000.00) Dollars as their capital contribution, payable as follows:

\$15,000.00 upon the execution of this Agreement.

(b) A separate capital account shall be maintained for each Partner. The total capital account of each Partner shall consist of the amount of cash contributed to the Partnership, increased by (i) any additional contributions to capital by such Partner, and (ii) such Partner's share of undistributed Partnership profits at any time, as set forth herein, and decreased by (i) the amount of money distributed to such Partner in his capacity as Partner, and (ii) such Partner's share of Partnership losses sustained at any time.

(c) Except as otherwise provided herein, no interest shall be paid to any Partner for or with respect to Partnership capital.

(d) No Limited Partner (in the capacity of Limited Partner) shall be liable for or bound by any debts or obligations of the Partnership or be required to contribute or lend any capital or funds to the Partnership other than as expressly set forth in this Agreement or any amendment thereto.

(f) No Limited Partner shall have the right to withdraw his capital or otherwise receive any property or funds of the Partnership except as specifically provided in this Agreement.

(g) If any Limited Partner shall advance funds to the Partnership other than the amount of his initial capital contribution, the amount of such advance shall not be considered a capital contribution of such Partner, but shall be deemed a loan to the Partnership by such Partner, to be repaid upon such terms as may be agreed upon by the General Partner and the Partner making the loan.

6. Distribution of Partnership Profits and Losses.

(a) Cash flow distribution: Distributions of net cash flow as defined below from normal operations of the Partnership may be made at the sole discretion of the General Partners. Such distributions, if any, will be allocated as follows:

(1) 1% to the General Partner and 99% to the Limited Partners, until such time as each Limited Partner has received his "preferred return" as well as any "preferred return arrearages" as defined herein. For purposes of this section, "preferred return" means, for any complete fiscal year, an amount equal to 10% times the aggregate paid in capital contributions of the Limited Partners, (amount distributed in excess of the Preferred Return shall be used to reduce the aggregate capital contribution basis upon which the Preferred Return is calculated and a proportionate amount thereof for any period of less than a complete fiscal year. The Preferred Return shall be payable out of Cash Flow or other cash distributions as herein set forth, provided that there shall be credited against the Preferred Return an amount equal to 50% of any Tax Benefits allocable to the Limited Partners for the period for which the Preferred Return is being computed. The Partners agree that if any amendment to the Internal Revenue Code of 1954 becomes effective for any fiscal year during which this agreement is in effect that reduces the top marginal tax bracket by ten percentage points or more, this agreement shall be amended to provide for a credit against the Preferred Return equal to such lesser percentage of Tax Benefits as is appropriate in light of such reduction in tax brackets.

"Preferred Return Arrearage" means the deficiency between the cumulative annual Preferred Return distributable to the Limited Partners during the period for which the Preferred Return Arrearage is being determined and the amount of such Preferred Return actually distributed to the Limited Partners for such period in respect of such Preferred Return.

(2) Thereafter, fifty (50%) percent to the General Partner and fifty (50%) to the Limited Partners.

"Net cash flow" means the cash receipts generated from the operations of the Partnership from all sources available to the Partnership without deduction of depreciation, amortization or other non-cash charges, but after deductions for (a) the payment, or accrual for payment, of all business operating expenses and capital costs relating to the business of the Partnership and its assets, including without limitation realty taxes, management fees, interest, amortization and other charges or provisions, (i.e., escrows), pursuant to Partnership indebtedness; (b) provisions for the reasonable current and future working capital requirements of the Partnership as determined by the General Partners; and (c) amounts added to other reserves which, in the discretion of the General Partner, are necessary for the operation of the Partnership business and to the extent not includable as Project operating expenses.

(b) Taxable Income and Losses: Taxable income and losses shall be distributed annually as follows: ninety-nine (99%) percent to the Limited Partners in four equal shares, and one percent to the General Partner.

(c) Extraordinary event: In the event the Property is sold, refinanced, taken by eminent domain or destroyed by fire or other casualty, the proceeds of such sale, refinancing, taking or casualty shall be distributed as follows:

(1) First, the satisfaction of all indebtedness of the Partnership and of all indebtedness and other obligations secured by any mortgages or other liens on the Property;

(2) Second, to establish such reserves as the General Partners may deem necessary;

(3) Third, to the repayment of any loans made by any Limited Partner to the Partnership;

(4) Fourth, to the repayment of any loan made by any General Partner to the Partnership;

(5) Fifth, to the Limited Partners to the extent of their aggregate capital contributions, to the extent not previously returned pursuant to this Section 6(c) or Section 6(a);

(6) Sixth, to the Limited Partners, to the extent of any preferred return arrearages due to them as defined in this agreement;

(7) Seventh, to the General Partner to the extent of their advances to the Partnership, plus the total of their capital contributions, with reduction for any cash flow distributions previously made.

(8) Eighth, thereafter, fifty (50%) to the Limited Partners and fifty (50%) percent to the General Partners.

(c) Whenever any amount is allocated to any Partners as a class, that amount shall be shared by the members of such class in the proportion that the capital contribution of each member bears to the total capital contributions of the class.

(d) No Partner, by virtue of his interest in Partnership capital, shall be entitled to a distribution of any capital standing to the account of another Partner. No Limited Partner shall have the right to demand or receive property other than cash in return for his initial capital contribution.

#### 7. Partnership Accounting.

(a) The Partnership shall maintain its accounting records in accordance with generally accepted accounting principles, which it is recognized, may require the use of the accrual method of accounting for financial statement purposes. Nevertheless, for income tax purposes the Partnership may utilize either the accrual or the cash receipts and disbursements method of accounting if the General Partner so determines and shall adopt as its taxable and fiscal year the calendar year. All other accounting methods or elections shall be determined by the General Partner.

(b) The General Partner shall cause operating statements of the Partnership to be prepared at least quarterly and shall cause financial statements of the Partnership to be prepared annually and reviewed by an independent accounting firm for each fiscal year of operation and shall deliver copies thereof to the Partners within thirty (30) days after each such statement is available. Such financial statements shall include a balance sheet, a statement of profit and loss, and such other statements as the General Partner deems advisable.

(c) The General Partner shall furnish to each Limited Partner all necessary income tax information for each fiscal year on or before March 15 of the following year. That requirement shall be deemed satisfied by the furnishing of a completed Form K-1 for each Limited Partner and true copies of all state and federal income tax returns (or appropriate schedules thereto) filed by the Partnership for the fiscal year provided such copies indicate the various items and classes of income, deduction, credit, and all other matters necessary for proper reporting by the Partners on their own income tax returns.

(d) The General Partner shall furnish to the Limited Partners a formal account of all transactions in relation to the business affairs of the Partnership upon reasonable request by a Limited Partner. All Partners shall have reasonable access during usual business hours to the books and records of the

Partnership at its principal place of business upon one business day's advance notice to the General Partner in each instance.

#### 8. Management Provisions.

(a) Except as may be expressly limited by the provisions of this Agreement, the business affairs of the Partnership shall be managed and controlled exclusively by the General Partner, who shall exercise in the name and on behalf of the Partnership all the powers of the Partnership in furtherance of the purposes of the Partnership hereunder. The General Partner may delegate all or any of his duties under this Agreement and in furtherance of such delegation may elect, employ, contract or deal with any person (including, without limitation, any firm, business, partnership or corporation owned, controlled or managed by the General Partners) provided that the General Partner shall continue to be ultimately responsible for the performance of such duties. In so contracting, the General Partner may elect to compensate said firm, business, partnership or corporation for services or goods necessary to carry out the purposes of the Partnership (including but not limited to the management fees and sales commissions involving property owned by the Partnership), in an amount that it deems necessary and in the best interests of the Partnership. No Limited Partner in the capacity of Limited Partner shall participate in the management or control of the Partnership business and affairs or shall have any power or authority to act for or to bind the Partnership. The General Partner may call special meetings of the Limited Partners and report on Partnership affairs at such times as the General Partner deems necessary upon seven days advance written notice to each Limited Partner. Special meetings may also be called by Limited Partners at the time entitled to 51% or more of the Limited Partners' profit interests.

(b) The General Partner shall use his best efforts to carry out the purposes of the Partnership hereunder in the best interests of the Partnership and shall devote to the Partnership business and affairs such time as shall be reasonably required to that end. The General Partner shall not be required to devote all his business time to the business affairs of the Partnership and shall be permitted to engage in any activity in the Rhode Island area or elsewhere for his own profit and advantage without the prior consent of the Limited Partners.

(c) Every contract, deed, mortgage, promissory note, lease, or other instrument executed by any one (1) person then appearing from the original or any amended certificate of Limited Partnership, as the case may be, on file with the office of the Secretary of State of the State of Rhode Island to be a General Partner of the Partnership shall not itself be conclusive evidence in favor of any person relying thereon or claiming thereunder that (i) this Partnership was then in

existence, (ii) this Partnership Agreement had not been either terminated or amended except as disclosed by amended Certificates of Limited Partnership so filed, and (iii) the execution and delivery of such instrument was duly authorized by the General Partner, conformed to all provisions of this Partnership Agreement, and was in furtherance of the Partnership purposes.

(d) Subject to the restrictions contained elsewhere in this Agreement, the General Partner may, for, in the name and on behalf of, the Partnership, enter into agreements or contracts, including employment of any affiliated person (in an independent capacity as distinguished from his or its capacity, if any, as a Partner) to undertake and carry out the business of the Partnership as an independent contractor; and the General Partner may obligate the Partnership to pay compensation for and on account of any such services; provided, however, that, unless the terms of such compensation or services are governed by agreements or arrangements referred to in this Agreement, such compensation and services shall be on terms not less favorable to the Partnership than if such compensation and services were paid to and performed by persons who were not affiliated persons. "Affiliated person" means with respect to the Partnership or a General Partner, and (i) General Partner, (ii) relative of any General Partner, (iii) legal representative, successor or assignee of any person referred to in the preceding clauses (i) and (ii); (iv) trustee of a trust for the benefit of any person referred to in the preceding clauses (i) and (ii); (v) entity of which a majority of the voting interest is owned by any one or more of the persons referred to in the preceding clauses (i) and (ii); or (vi) person who is an officer, director, trustee, employee, stockholder (of 15% or more interest) or partner of any person referred to in the preceding clause (v).

(e) The General Partner shall have unlimited liability with respect to the liabilities and obligations of the Partnership.

(f) Notwithstanding any other provision of this Agreement, the General Partner may not, without the written consent or ratification of the specific act by Limited Partners at the time entitled to 51% or more of the Limited Partners' profits interest, do one or more of the following:

- (1) dissolve and wind up the Partnership;
- (2) sell, exchange, lease, mortgage, pledge, or otherwise transfer all or any substantial part of the assets of the Partnership;
- (3) incur indebtedness by the Partnership other than in the ordinary course of its business; or

(4) change the nature of the business of the Partnership.

(h) The General Partner shall, at all times, cause insurance to be maintained on the property of the Partnership of the types and in at least the amounts required by any lenders with a secured interest in said property.

9. Death, Withdrawal, or Removal of the General Partner.

(a) The General Partner shall have the right to withdraw as General Partner at any time by giving the other Partners ninety (90) days advance written notice of that fact.

(b) In the event of the dissolution or bankruptcy of the General Partner, the Partnership thereafter shall wind up its affairs and shall be dissolved, unless within ninety (90) days after the beginning of the applicable event Limited Partners at the time entitle to 51% or more of the Limited Partners' profits interest elect in writing to continue the Partnership business. If an election to continue the Partnership is so made, then:

(1) if no General Partner remains, a successor General Partner or General Partners who shall agree to serve and to be bound by this Agreement in all respects shall be selected by the Limited Partners who have so elected to continue the Partnership business; (2) the Partnership and its business shall continue pursuant to this Agreement, including this Paragraph 9;

(3) the legal representative of the dissolved or bankrupt General Partner, if any, shall thereupon become a Limited Partner with respect to its interest theretofore held as General Partner and shall hold the same percentage interest in the Partnership profits and losses and in Partnership distributions and the same capital account as it had held as General Partner; and

(4) this Agreement and the Certificate of Limited Partnership shall be appropriately amended to reflect all the foregoing changes.

(c) The General Partner may be removed for cause upon thirty (30) days written advance notice by the Limited Partners entitled to 51% or more of the Limited Partners' profits interest, and a substitute General Partner may be designated by the same Limited Partners in accordance with Paragraph 9(b). In the event of such removal and designation, the predecessor General Partner shall become a Limited Partner in respect to its

retained Partnership interest and any interest it may have as a Limited Partner and it shall have all the rights of Limited Partner under this Agreement, including limited liability. Thereafter, the allocation provisions of Paragraph 6 shall continue to govern the respective interests of the former General Partner and the Limited Partners as if such former General Partner had continued to hold his interest as a General Partner.

For purposes hereof, "for cause" shall mean conviction of a crime resulting in material injury to the property or business of the Partnership or involving theft or embezzlement of assets of the Partnership, or repeated and willful neglect by the General Partner of its duties and responsibilities.

In the event of the removal of the General Partner without the designation of a successor General Partner, the Partnership shall wind up its affairs and shall be dissolved pursuant to Paragraph 14 hereof.

10. Assignment of Interest of a General Partner. The General Partner shall not sell, pledge or otherwise assign or dispose of (for security or otherwise) all or any part of his interest as General Partner in the Partnership except when the written consent of all the other Partners.

11. Death or Disability of a Limited Partner. Neither the death nor disability of a Limited Partner shall cause the Partnership to be dissolved or interrupt the conduct of its business. The legal representative of a Limited Partner who is deceased or it under disability shall constitute an assignee of such Limited Partner's interest in the Partnership and shall not become a substitute Limited Partner except as provided in Paragraph 13 below.

12. Assignment of Interest of a Limited Partner.

(a) Except as provided in subparagraph (b) of this Paragraph 12, no Limited Partner (or assignee of a Limited Partner's interest) may sell or otherwise assign or dispose of all or any part of his interest as Limited Partner in the Partnership except with the written consent of all the Partners.

(b) The provisions of subparagraph 12(a) shall not apply to any sale, assignment, or other disposition (in trust or otherwise), by a Limited Partner, whether on death or inter vivos, of all or any part of his interest in the Partnership:

(1) to or in trust for the benefit of such Limited Partner's spouse, or such Limited Partner's or such spouse's descendants; or

(2) to or in trust for the benefit of legal representatives of a Limited Partner who is deceased or under disability, or by such a legal representative to carry out any sale, assignment, or other disposition permitted by subclause 12(b)(1) above.

(c) Notwithstanding anything herein contained, no sale, assignment, or other disposition of all or any part of a Limited Partner's interest may be made in any event:

(1) by way of collateral or other security for any obligation;

(2) if in the opinion of counsel selected by the General Partner on behalf of the Partnership, such sale, assignment, or other disposition, whether by itself or in conjunction with other sales, assignments, or other dispositions which have been made or which are pending would result in a termination of the Partnership pursuant to the provisions of Section 708(b) of the Internal Revenue Code of 1954 or comparable provisions of successor federal tax laws; or

(3) to a minor or other person under disability.

(d) In the event of any sale, assignment or other disposition of all or a part of the interest of a Limited Partner in accordance with the provisions hereof, there shall be delivered to the General Partner on behalf of the Partnership a duly executed and acknowledged counterpart of the instrument of assignment containing the written acceptance and agreement of the assignee to all the terms and provisions of this Partnership Agreement and such other instruments as the General Partner may deem necessary or desirable to effect such assignment. No assignee of a Limited Partner shall become a substitute Limited Partner except as provided in Paragraph 15 below.

(e) Any attempted sale, assignment, or other disposition which is not made in compliance with the provisions of this Agreement shall be void and shall not be binding upon the Partnership.

### 13. Substitute Limited Partners and Assignees.

(a) No Limited Partner shall have the right to substitute an assignee as a Limited Partner in his place, in whole or in part. At the request of an assignee, however, the assignee may be made a substitute Limited Partner upon the written consent of the General Partner, who shall have complete discretion to withhold such consent. Concurrently with being made a substitute Limited Partner, the assignee shall again

agree to be bound by all the terms and provisions of this Agreement as then amended and shall pay a transfer fee not exceeding \$50.00 to the Partnership to cover the cost of effecting such substitution.

(b) An assignee of all or part of the interest of a Limited Partner, prior to becoming a substitute Limited Partner, shall succeed to the percentage interest in Partnership profits, losses, and capital attributable to the interest so assigned; and the assigning Limited Partner shall no longer hold any of the rights or privileges of a Limited Partner attributable to the interest so assigned.

(c) The General Partner may treat an assignee of a Limited Partner as a substituted Limited Partner if, in the discretion of the General Partner, such treatment is in the best interests of the Partnership.

#### 14. Dissolution of the Partnership.

(a) The Partnership shall be dissolved upon the occurrence of any one or more of the following events:

(1) Withdrawal, removal, dissolution or bankruptcy of the General Partner without appointment of a successor General Partner in accordance with Paragraph 9; and

(2) Upon the written demand of Limited Partners entitled to 51% or more of the Limited Partners' profits interest.

(b) In the event of any dissolution of the Partnership, the General Partner on behalf of the Partnership shall act as liquidating trustee and shall promptly commence to wind up its affairs; provided, that if no General Partner remains, then the Limited Partners at the time entitled to 51% or more of the Limited Partners' profits interest shall appoint such liquidating trustee. Maintenance of an office shall not be deemed a continuation of the Partnership business for purposes of this Paragraph 14(b). The Partners shall continue to share the profits and losses of the Partnership during the winding-up period in the same proportions prescribed by Paragraphs 6(a) and (b). Upon dissolution of the assets of the Partnership shall be distributed and applied in the following order of priority.

(1) in satisfaction of liabilities of the Partnership to creditors, other than Partners, in the order of priority provided by law;

(2) in satisfaction of any liabilities to creditors who are Limited Partners other than in respect to profits and capital;

(3) to the Limited Partners in respect to their share of Partnership profits and Partnership capital;

(4) in satisfaction of liabilities to the General Partner as a creditor other than in respect to profits and capital; and

(5) to the General Partner in respect to his share of Partnership profits and Partnership capital.

(c) Any property distributed in kind in the process of liquidation shall be valued by the General Partner and treated as sold by the Partnership and as though cash proceeds of such sale were distributed. The difference between the value of the property so distributed and the amount at which such property was carried on the books of the Partnership shall be treated as a partnership profit or loss on the sale of such property and shall be credited or charged, as the case may be, to the Partners in proportion to their respective interests in the Partnership profits or losses.

15. Indemnification and Exculpation of the General Partner. The partnership hereby indemnifies the General Partner (and all successor General Partners) against any claim or liability incurred by it in good faith in connection with the Partnership business. Neither the Partnership nor any Partner shall have any claim against the General Partner for any act or omission performed by the General Partner in the good faith belief that it was acting within the scope of its authority under this Agreement provided that the General Partner was not grossly negligent or dishonest or fraudulent or acting in bad faith with respect to such acts or omissions. Any indemnity under this Paragraph shall be provided out of and to the extent of Partnership assets only, shall be treated as an expense of the Partnership and no Limited Partner shall have or incur any personal liability on account thereof. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights and remedies to which the General Partner shall be entitled, whether pursuant to this Agreement, at law or in equity.

16. Notices. All notices or other instruments or communications required or contemplated by this Agreement shall be considered delivered forty-eight (48) hours after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

(a) If to the Partnership, to its then principal place of business;

(b) If to any Partner, to such Partner's last known address; and

(c) If to any assignee of a Limited Partner, to such assignee's address as then shown by the records of the Partnership.

17. Amendments. This Agreement may be amended by the General Partner upon the consent of the General Partner and of Limited Partners at the time entitled to 51% or more of the Limited Partners' profits interest; provided, however, that this Agreement shall not be amended without the unanimous consent of all Partners if the effect of any such amendment would be to increase the liability of the Partners, to change the rights or interest of any Partner in profits and losses of the Partnership or the rights of any Partner upon liquidation thereof, to change the provisions relating to the allocations, or to change the provisions relating to the termination of the Partnership. In the event of death, incapacity, withdrawal or removal of the General Partner, the limited Partners and the successor General Partner, if any. The General Partner hereby appoints the Limited Partner its attorney-in-fact with full power and authority to execute any such certificates, which power of attorney is coupled with an interest and is irrevocable.

18. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the Partners relating to the subject matter hereof and supersedes any prior agreements and understandings relating thereto and shall be binding upon the Partners and their respective heirs, executors, administrators, successors, and assigns (to the extent any assignment is permitted hereunder).

19. Miscellaneous Provisions.

(a) This Agreement shall be governed by, and construed in accordance with, the law of the State of Rhode Island.

(b) This Agreement may be executed in one or more counterparts with the same force and effect as if only one original copy hereof had signed by all the Partners, provided that every such counterpart shall be executed by or on behalf of the General Partner.

(c) The headings in this Agreement have been inserted for convenience and shall not modify, define or limit the express provisions of this Agreement. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

(d) If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and

enforceability of the remaining provisions hereof and any other application thereof shall in no way be affected or impaired.

WITNESS the execution hereof under seal as of the \_\_\_\_\_ day of \_\_\_\_\_, 1986.

GENERAL PARTNER:

Christopher Otis Bradley  
Christopher Otis Bradley

Eric Richard Watne  
Eric Richard Watne

LIMITED PARTNERS:

Christopher Otis Bradley  
Patricia P. Smith

Robin Weeks

J. Helen Weeks

Eric Richard Watne

SCHEDULE A

LIST OF LIMITED PARTNERS

Christopher Otis Bradley  
118 Prospect Hill St.  
Newport, Rhode Island 02840

Eric Richard Watne  
3-5 Vicksburg Place  
Newport, Rhode Island 02840

William Weeks and Robin Weeks  
149 Dan's Highway  
New Canaan, Connecticut

Patricia Place Smith  
Hutchinson Parkway  
Litchfield, Connecticut