

81648



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State of Rhode Island and Providence Plantations

OFFICE OF THE SECRETARY OF STATE

100 NORTH MAIN STREET
PROVIDENCE, RHODE ISLAND
02903-1335

FILED

OCT 19 1994

CERTIFICATE OF LIMITED PARTNERSHIP

By [Signature] ^{B#5}
130677

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 7-13-8 of the General Laws of Rhode Island, do execute the following Certificate of Limited Partnership:

FIRST: The name of the partnership shall be H & A Limited Partnership

SECOND: The address of the specified office of the partnership is 321 South Main Street, Providence, RI 02903, c/o Salter, McGowan, Swartz & Holden, Inc.

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

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

Alan L. Swartz

THIRD: The name and business address of each general partner:

General Partners

Residence

(NO. STREET, CITY OR TOWN, STATE)

<u>Afterglow Corporation</u>	<u>321 South Main Street, Providence, RI 02903</u>
	<u>c/o Salter, McGowan, Swartz & Holden, Inc.</u>

FOURTH: The mailing address for the limited partnership 321 South Main Street, Providence, RI 02903, c/o Salter, McGowan, Swartz & Holden, Inc.

FIFTH: The latest date upon which the limited partnership is to dissolve

See Schedule A

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SIXTH Any other matters the partners determine to include therein

(Use Schedule A if space below is not sufficient.)

In Testimony Whereof, We have hereunto set our hands and stated our residences this
7 day of October A.D. 19 94

Signature(s) of all general Partners named therein

Afterglow Corporation

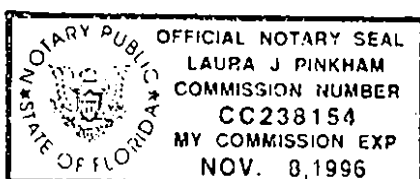
By Arlene Bromberg (Secretary)

State of Florida

} Sc.

County of Broward

At Fort Lauderdale in said county on the 7th day of October
19 94, before me personally appeared Arlene Bromberg (personally known to me),
who being by me first duly sworn, declared that he/she is the Secretary of
Afterglow Corporation, that he/she signed the foregoing document as such
Secretary of the corporation, and that the statements therein are true.



Laura J. Pinkham
Notary Public

SCHEDULE A

8.1 General Partner. If the General Partner becomes bankrupt, withdraws from the Partnership, or otherwise becomes unable to perform its function as General Partner, the Partnership shall dissolve and thereafter conduct only those activities necessary to wind up its affairs and liquidate.

8.2 Limited Partner. A Limited Partner may not withdraw prior to the dissolution and winding up of the Partnership, except with the consent of the General Partner. Upon the death or withdrawal from the Partnership of a Limited Partner, the Partnership shall distribute to such Limited Partner or to the successor in interest of such Limited Partner an amount equal to the fair market value of such Partner's interest in the Partnership, such amount to be distributed in equal monthly installments over a period of three years from the date of such death or withdrawal, or sooner. If the General Partner and the withdrawn Limited Partner, or the successor in interest of a deceased Limited Partner, fail to agree on the fair market value of such Limited Partner's interest in the Partnership, such value shall be determined by arbitration under the rules of the American Arbitration Association. Upon the written consent of the surviving Partners, the successor in interest of a deceased Limited Partner may continue in the Partnership as a limited partner.