

AGREEMENT AND CERTIFICATE OF
LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT and CERTIFICATE made this 28th day of February, 1985, by and among Dennis L. DiPrete and Paul A. Marchionda both of Woburn, Massachusetts.

W I T N E S S E T H T H A T:

WHEREAS the parties hereto desire to form a limited partnership for the purpose of acquiring, developing and selling real estate;

NOW, THEREFORE, the parties hereto each in consideration of the agreements and declaration of the others, mutually covenant, agree and declare as follows:

ARTICLE I

Creation of Partnership; Name and
Principal Place of Business; Term

1.01 There is hereby created a limited partnership (hereinafter called the "Partnership") pursuant to the Rhode Island Uniform Limited Partnership Act.

1.02 The Partnership shall be conducted under the firm name and style of Briar Hill Realty Trust.

1.03 The principal place of business of the Partnership shall be at 150 Midway Road, Cranston, Rhode Island, 02920.

1.04 The term of the Partnership shall be from the date hereof to December 31, 2040, unless the Partnership shall be sooner terminated as provided in Section 15.01.

ARTICLE II

Definitions

Wherever used in this Agreement and Certificate, unless the context clearly indicates otherwise, the following words shall have the meanings indicated:

2.01 "Agreement" means this limited partnership agreement and Certificate.

2.02 "Partnership" means the partnership created in this Agreement.

2.03 "General Partner" means a person so specified in Article IV of this Agreement.

2.04 "Limited Partner" means a person specified in Article V of this Agreement and a Substituted Limited Partner.

2.05 "Substituted Limited Partner" means a person admitted to all the rights of a Limited Partner pursuant to the provisions of Article X of this Agreement.

2.06 "Managing General Partner" means a person designated as such in Article IV of this Agreement.

2.07 "Partner" means any partner whether a General Partner, Limited Partner, Managing General Partner or Substituted Limited Partner.

2.08 "Fiscal Year" means the fiscal year of the Partnership, which shall be the calendar year.

2.09 "Net Profit" or "Net Loss" means the net profit or loss as shown by the Partnership's books of account which shall be maintained in accordance with generally accepted accounting principles applicable to businesses similar to the business of the Partnership, except with respect to depreciation which will

be recorded in accordance with Internal Revenue Service Rules and statutes relating to accelerated cost recovery.

ARTICLE III

Purposes

3.01 The purposes of the Partnership are to purchase, acquire, develop and build on the real estate located at Lofty Road, Cranston, Rhode Island, for investment and to improve and build on such real estate and to sell, manage and lease such land and the buildings thereon.

ARTICLE IV

General Partners and Their Contributions

4.01 The following parties hereto shall be General Partners and have the general partnership interests as specified in Schedule A:

Dennis L. DiPrete

Paul A. Marchianda

4.02 The following General Partners are hereby designated as Managing General Partners:

Dennis L. DiPrete

Paul A. Marchianda

ARTICLE V

Limited Partners and Their Contributions

5.01 The following parties shall be Limited Partners and have the limited partnership interests and shall contribute to the capital of the Partnership the cash or property specified in Schedule A:

Dennis L. DiPrete

Paul A. Marchionda

ARTICLE VI

Allocation of Profits and Losses

6.01 Net Profits and Net Losses of the Partnership shall be determined annually, without considering profits or losses of any prior or subsequent period. Net Profits and Net Losses shall include net gains and losses from the sale or other disposition of all or part of the Partnership property, or as a result of the financing, refinancing, or recasting of any deed of trust or from a condemnation sale or sale under threat of condemnation not resulting in the liquidation of the Partnership.

6.02 Net Profits shall be allocated to the General and Limited Partners in a proportion equal to the ratio the capital account (excluding liabilities of the Partnership in the case of the General Partners) of each General and Limited Partner bears to the total capital of all General and Limited Partners at the time of distribution.

6.03 Net Losses suffered by the Partnership shall be allocated as follows:

- (a) Until Net Profits shall have been earned, losses shall be determined annually, and shall be allocated as follows:

- (i) all losses suffered and incurred by the Partnership up to the total amount in the capital accounts of the General Partners (increased by liabilities of the Partnership and reduced by cash or property distributions of other than Net Profits) shall be borne by the General Partners first among all General Partners in proportion to their respective agreed capital contributions (increased by liabilities of the Partnership);
 - (ii) losses in excess of the aggregate of agreed capital accounts of all General Partners adjusted as aforesaid shall be borne by the Limited Partners up to the total amount of their agreed capital contributions;
 - (iii) after the provisions of clauses (i) and (ii) above have been complied with, the excess of losses above the capital accounts and/or capital contributions of all Partners, subject to the limitations of personal liability of the Limited Partners, shall be borne 90% by the General Partners and 10% by the Limited Partners.
- (b) After Net Profits shall have been earned in any year or years then to the extent such Net Profits have not been distributed, the General and Limited Partners shall share losses pro rata in proportion to the amounts of such undistributed Net Profits

allocated to them, until such undistributed Net Profits have been exhausted by losses, and thereafter the provisions of Section 6.03 (a) shall apply as if Net Profits had not been earned.

- (c) No Limited Partner, other than one who is both a Limited and a General Partner, shall in any event be personally liable for any debt, obligation or loss of the Partnership except from the capital contribution (or agreed to be) contributed by him. But the provisions of this Section 6.03(c) shall not affect the obligations of the Limited Partners as set forth in Section 6.08 hereof to repay to the Partnership any capital contribution actually returned to him and/or Net Profits actually distributed to him/or other Partnership distributions actually paid to him.

6.04 Each item of income gain, loss deduction or credit of the Partnership for purposes of the Internal Revenue Code of 1954 as amended shall be allocated amongst the General and Limited Partners in the same proportion and manner as they share Net Profits and Net Losses.

6.05 The Net Profits of the Partnership shall be distributed to each Limited and General Partner in proportion to the amounts of Net Profits allocated at such time as any part of the Net Profits can be paid in cash and still leave the Partnership with a cash reserve representing a reasonable provision for the payment of rents, taxes, debts, interest on indebtedness, liabilities and other commitments of the Partnership including contingent liabilities, but not less frequently than annually in

March of each year for the preceding calendar year. Solely for the purpose of determining whether or not Net Profits are to be distributed under the provision of this Section 6.05, but not for other purposes, the financial reports examined and reported on by the independant public accountants of the Partnership shall be conclusive.

6.06 Upon termination of the Partnerhsip and the abandonment of further intention of utilizing the properties or business of the Partnership, but subject to the rights of the General Partners or their successors to continue the business of the Partnership for the purpose of winding up the affairs of the Partnership, the assets of the Partnership which are suitable for distribution in kind in the discretion of the General Partners may be distributed in kind, provided, however, that to the extent required to satisfy the requirements of Section 6.06(a) below, and also to the extent that the General Partners in their discretion determine when any asset is not suitable for distribution in kind, the assets of the Partnership shall be liquidated as promptly as practical. The cash proceeds from sale of Partnership assets and the other assets of the Partnership shall be applied as follows in the following order of priority:

- (a) The payment of all debts, taxes, obligations and liabilities of the Partnership and the necessary expenses of the liquidation. Should there be any contingent debts, commitment, obligation or liability, a reserve shall be set up to meet it, and if and when or to the extent that said contingency shall cease to exist, the moneys or other assets, if any, in reserve, shall be distributed as

hereinafter provided in this Section 6.06.

- (b) To the payment, pro rata, to the Limited Partners of any amount including both capital and undistributed Net Profits then credited to them in their respective accounts, provided, however, that if all prior cash distributions of any nature to the Limited Partners are equal to or greater than the capital contribution of each Limited Partner or his predecessor in interest, then in such event the Limited Partner shall be entitled to only a pro rata distribution of the undistributed Net Profits then credited to their respective accounts.
- (c) To the payment to the General Partners of the amounts including both capital and undistributed Net Profits then credited to them in their capital accounts.
- (d) The surplus, if any, of the assets of the Partnership (including the value of any assets to be distributed in kind) shall then be distributed in accordance with the last sentence of Section 7.02 hereof.

6.07. In liquidating the assets of the Partnership, all assets of a saleable value which the General Partners determine are not suitable for an equitable distribution in kind, shall be sold at public or private sale as the General Partners may deem it advisable. It is agreed that any Partner may purchase said assets at said sale. The General Partners shall give at least 15 days' prior written notice (in which the assets to be sold and

the time, date, location and condition of sale shall be specified) to the Limited Partners of any such liquidating sale of all or any part of the Partnership's assets.

6.08 If any distribution or distributions shall have been made to the General and Limited Partners within three years prior to the termination of the Partnership and at any time subsequent to the termination of the Partnership, and at any time subsequent to such distribution (except upon the expiration of the three-year period as to pre-termination distributions) there shall be unpaid debts, taxes, liabilities or obligations of the Partnership, and if the Partnership shall not have sufficient assets to meet them, then each Limited Partner and General Partner shall be obligated to repay any distributions theretofore distributed to him, such repayments to be made in the same proportion as such distributions have been distributed to all Partners. All repayments of distributions made pursuant to this Section 6.08 by Limited and General Partners shall be made within ten days after the General Partners shall have delivered to each of them a written notice requesting such repayment, together with a statement of the aggregate amounts so to be repaid, and the amounts so to be repaid by each Limited Partner and General Partner, together with an explanation of the necessity for such repayment. The obligations set forth in this Section 6.08 shall be in lieu of the obligations imposed in Sections 7-13-17 and 7-13-18 of Rhode Island Limited Partnership Law insofar as said obligation shall otherwise be imposed by said Section and in addition thereto, insofar as they are not imposed by said Section.

6.09 No General or Limited Partner shall have any right to demand or receive property other than cash, in respect of any part of his contribution to the capital of the Partnership or a share of Partnership's profits or any other distribution.

ARTICLE VII

Distribution of Profits

7.01 The Net Profits of the Partnership for each Fiscal Year shall be distributed at such time or times as the General Partners in their discretion shall determine, subject to any agreements limiting such distributions to which the Partnership may be a party.

7.02 If, in the discretion of the General Partners, the Partnership has on hand funds in excess of reasonable needs of the Partnership such funds shall be distributed as a return of capital to all Partners in the ratio that each Partner's capital contribution not previously returned bears to the aggregate total of all such contributions. After all capital contributions have been returned to the Partners, such funds shall be distributed to all Partners in the ratio that each Partner's number of Units owned bears to the aggregate number of Units owned by all Partners.

7.03 No Partners shall have the right to demand or receive any property other than cash for any distributions specified in any Section of this Article VII.

ARTICLE VIII

Powers, Duties and Liabilities

8.01 The Managing General Partners shall be responsible for the management of the Partnership and shall transact all business for the Partnership. Any Partner may engage in any other business of any nature independently or with others, and neither the Partnership nor the other Partners shall have any rights with respect to any such ventures.

8.02 Every Managing General Partner shall be the agent of the Partnership for the purposes of its business, provided that no act shall be taken or sum expended or obligation incurred by the Partnership or any Managing General Partner with respect to a matter within the scope of any major decisions ("Major Decisions") affecting the Partnership, as defined below, unless such of the Major Decisions have been approved by all Managing General Partners. The Major Decisions shall be the following:

- (a) acquisition of any land or interest therein;
- (b) financing of the Partnership;
- (c) sale, lease or other transfer, or mortgaging or placing of any other encumbrances upon the land, or except as herein provided for, any buildings or improvements or parts thereof on the land;
- (d) lease or other arrangement involving space in any building constructed on the land;
- (e) terminating or modifying any lease or other arrangement involving space in any building constructed on the land;
- (f) construction of any buildings or other improvements on the land;

- (g) selecting depreciation and accounting methods and making other decisions with respect to treatment of various transactions for federal income tax purposes;
- (h) determining the type and limits of fidelity bonds obtained on various employees of the Partnership;
- (i) making any expenditure or incurring any obligation by or of the Partnership involving a sum in excess of \$100 for any transaction or group of similar transactions except as those transactions may have been approved by the Partners;
- (j) amendment of this Agreement.

Any other decision or action which by any provision of this Agreement is required to be approved by the Managing General Partners or which considered prior to making such decision or the taking of such action, will be reasonably expected to have a material effect on the Partnership or the assets or operations thereof.

Any major decision approved by the Managing General Partners may be evidenced by a certificate signed by each of the Managing General Partners, reciting the decision agreed to and sworn to before a Notary Public. Any such certificate may delegate to one or more of the Managing General Partners the power to take all action necessary to effect the major decision adopted by the Managing General Partners.

8.03 The Managing General Partners shall keep books of account and complete records of the operation of the Partnership, which shall be open for inspection by all Partners. Annual statements of the operation of the Partnership, prepared by the Partnership's

independent public accountant, and six month statements prepared by the Managing General Partners shall be sent to each Partner and the annual statements shall be accompanied by a report showing his share of profits or losses for the Partnership for federal income tax purposes.

8.04 The Managing General Partners may receive reasonable compensation for their services and shall be entitled to reimbursement from Partnership funds for all reasonable expenses incurred on behalf of the Partnership.

8.05 A General Partner shall be liable to the Partnership or to the other Partners only for his own gross negligence or willful misconduct in failing to carry out the terms of this Agreement.

ARTICLE IX

Powers, Duties and Liabilities of Limited Partners

9.01 No Limited Partner shall participate in the management of the business of the Partnership nor shall any Limited Partner have any power or authority to act for or bind the Partnership.

9.02 Notwithstanding anything to the contrary contained in this Agreement, the liability of any Limited Partner for the losses or debts of the Partnership shall in no event exceed in the aggregate the amounts of his contribution to the capital of the Partnership.

ARTICLE X

Assignability of Partnership Interests

10.01 No General Partner shall assign, mortgage, transfer or sell his interest, as a General Partner, in the Partnership.

10.02 A Limited Partner's interest may be assigned by will, deed, gift or otherwise, in whole or in part, but no assignee of a Limited Partner's interest shall have the right to be admitted as a Substituted Limited Partner in place of his assignor unless:

- (a) the assignor shall designate in writing satisfactory to the General Partners his intention that his assignee is to become a Substituted Limited Partner;
- (b) the assignee shall execute such instruments as the General Partners deem necessary or desirable to effect his admission as a Substituted Limited Partner and to evidence his acceptance of the terms of this Agreement; and
- (c) the assignee shall pay all reasonable expenses in connection with his admission as a Substituted Limited Partner.

10.03 An assignee who does not become a Substituted Limited Partner shall succeed only to the rights of his assignor to receive distributions from the Partnership as provided in Articles VII and XV.

10.04 Notwithstanding anything else in this Agreement to the contrary, the surviving General Partners or any one of them shall have the right during the period hereinafter set forth to purchase all the Limited Partnership Units owned by any Substituted Limited Partner, if the assignor of such Substituted Limited Partner was at the time of the assignment also a General Partner and if the assignor's Limited Partnership Units are being purchased pursuant to Article XII hereof. The General Partners shall have the right to exercise such purchase option for a period of thirty (30) days after they shall have agreed to

purchase the assignor's Limited Partnership Units in accordance with the said Article XII. The purchase price per Unit shall be the same price to be paid by the surviving General Partners in connection with the purchase from the assignor's estate. Upon the exercise of the option as aforesaid, the closing shall take place within ninety (90) days thereof at the offices of the Partnership, and at such time the Substituted Limited Partner shall deliver his Units free and clear of all liens and encumbrances to the surviving General Partners in exchange for cash or certified check of the General Partners in the amount of the purchase price as aforesaid.

ARTICLE XI

Admission of Additional Limited Partners

11.01. The General Partners shall have the power from time to time to admit without the consent of the other Partners additional Limited Partners, which shall include the right to admit themselves as such Limited Partners provided any such Limited Partners make a capital contribution in cash or property of not less than \$1,000.00. In the event additional Limited Partners are admitted or additional capital contributions are made as set forth above, Schedule A shall be deemed amended accordingly to reflect the increase in capital and the increase in the percentages.

ARTICLE XII

Death or Insanity of a Limited Partner

12.01 The death or insanity of a Limited Partner shall not dissolve or terminate the Partnership. The personal

representative of a deceased or insane Limited Partner shall be liable for all his liabilities as a Limited Partner.

12.02 Upon the death or insanity of Limited Partner who was immediately prior to his death or insanity a General Partner, the personal representatives of such deceased or insane Limited Partner shall have the option of selling to the surviving General Partners all of the Limited Partnership Units held by such deceased General Partner, including any such Units created pursuant to Section 13.03 hereof, at a price to be determined in accordance with the provisions of this Agreement. If at the time of such offer there is more than one surviving General Partner, then each such surviving General Partner shall have the corresponding obligation to purchase a proportion of the Units so offered by such personal representative equal to the quotient resulting from dividing the number of Units so offered by the number of surviving General Partners. If at the time of such offer there shall be only one surviving General Partner, then such surviving General Partner shall have the corresponding obligation to purchase all the Units so offered by such personal representative. Any surviving General Partner having the obligation to make a purchase hereunder may refuse to do so, and upon such refusal, the Partnership shall be terminated and the assets distributed in accordance with Section 15.02 hereof. The Surviving General Partner or partners having the right to purchase hereunder shall be hereinafter referred to as "Purchasing General Partners." The personal representative of such deceased General Partner shall notify the surviving General Partners of his intention to sell the said Limited Partnership Units pursuant to

the terms hereof within ninety (90) days after the death or court determination of insanity of the deceased or insane General Partner, as the case may be.

12.03 Within thirty (30) days of receipt of the notice referred to in Section 12.02 hereof the Purchasing General Partners shall notify in writing the personal representative of such deceased General Partner of their intention to either purchase the Limited Partnership Unit so offered or to terminate the Partnership. In the event the Purchasing General Partners elect to purchase the Limited Partnership Units so offered, said notice shall contain the price per unit at which said Purchasing General Partners are willing to purchase the Limited Partnership Units so offered. The personal representative of such deceased General Partner shall have thirty (30) days from the receipt of the notice aforesaid to accept or reject said offer. If said offer is accepted by such personal representative, the Units so offered shall be purchased by the Purchasing General Partners within ninety (90) days of the receipt of the acceptance of the offer. Said purchase shall be for cash and said personal representative shall transfer the Units so offered free and clear of all liens and encumbrances. In the event said offer is rejected, the Purchasing General Partners shall have the option to terminate the Partnership and distribute its assets pursuant to Section 15.02 hereof or to have the Limited Partnership Units appraised pursuant to Article XIV hereof. The purchasing General Partners shall notify such personal representative of their election within thirty (30) days of the receipt of the notice from

the personal representative of the deceased General Partner rejecting the offer of the Purchasing General Partners to purchase such Limited Partnership Units. If the surviving General Partners elect to terminate the Partnership, the Partnership shall be terminated within a reasonable time.

ARTICLE XIII

Retirement, Death, Insanity or Bankruptcy of General Partner

13.01 Any General Partner may retire as a General Partner by giving written notice of such resignation to all other Partners.

13.02 In the event of the retirement, death, bankruptcy, insanity or incompetency of all General Partners named herein, the Partnership shall terminate and be dissolved. In the event of the retirement, death, bankruptcy, insanity or incompetency of less than all the General Partners named herein, the business of the Partnership shall be continued by the remaining General Partners.

13.03 In the event of the retirement, death, bankruptcy, insanity or incompetency of a General Partner (a "Withdrawing General Partner") leaving at least one surviving General Partner, the interest of such Withdrawing General Partner in the continuing Partnership shall be converted to that of a Substituted Limited Partner and such Withdrawing General Partner or his representative shall execute such instruments as the surviving General Partner or General Partners deem necessary or desirable to effect his admission as a Substituted Limited Partner and to evidence his acceptance of the terms of this

Agreement and such Withdrawing General Partner shall pay all reasonable expenses in connection therewith.

ARTICLE XIV

Appraisal Procedure

14.01 Upon the election of the Purchasing General Partners pursuant to Section 12.03 hereof to have the Partnership appraised, the Purchasing General Partners shall give the personal representative of such deceased General Partner written notice within thirty (30) days after their election of the name of the first appraiser ("First Appraiser").

14.02 Within fifteen (15) days after the service of the notice referred to in Section 14.01 hereof, such personal representative shall give written notice to the Purchasing General Partners designating the second appraiser ("Second Appraiser"). If the Second Appraiser is not so designated within or by the time above specified, then the appointment of the Second Appraiser shall be made in the same manner as herein provided for the appointment of a Third Appraiser in a case where the First and Second Appraiser and the parties themselves are unable to agree upon the Third Appraiser. The First and Second Appraiser so designated or appointed shall meet within ten (10) days after the Second Appraiser is appointed and if within thirty (30) days after the Second Appraiser is appointed, the First and Second Appraisers do not agree upon Appraised Value, as more fully set forth in Section 14.03 hereof, they shall themselves appoint a Third Appraiser who shall be a competent and impartial person; and in the event of their being unable to agree on such appointment within ten (10) days after the

time aforesaid, the Third Appraiser shall be selected by the Purchasing General Partners and the Personal representative of the deceased General Partner, if they can agree within a further period of fifteen (15) days. If the Purchasing General Partners and such personal representative do not so agree, then either of them, on behalf of both, may request such appointment by the Chief Judge of the United States District Court for the District of Rhode Island. In the event of the failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such appraiser so failing, refusing or being unable to act. Each party appointing an appraiser shall pay the fees and expenses of the one of the two original appraisers appointed by such party, or in whose stead, as above provided, such appraiser was appointed, and the fees and expenses of the Third Appraiser and all other expenses, if any, shall be borne equally by both parties. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be disinterested and shall be qualified to appraise real estate of the type owned by the Partnership, shall be a member of the American Institute of Real Estate Appraisers (or any successor association or body of comparable standing, if such Institute is not then in existence), and shall have been actively engaged in the appraisal of real estate situated in the vicinity of the land owned by the Partnership for a period of not less than five (5) years, immediately preceding his appointment.

14.03 The appraiser shall determine the Appraised Value of 100 percent of the Partnership, which shall be the amount by which (i) the fair market value, at the time such appraisal is made, of all the assets of the Partnership is in excess of (ii) all liabilities of the Partnership, including but not limited to the liabilities for the repayment of all loans to the Partnership. A decision joined in two of the three appraisers shall be a decision of the appraisers. After reaching a decision the appraisers shall give written notice thereof to all the Purchasing General Partners and to the personal representative of such deceased General Partner.

14.04 The Purchasing General Partners shall purchase all the Limited Partnership Units owned by the deceased General Partner for a cash price equal to (1) the quotient resulting from dividing the Appraised Value by the total of all General and Limited Partnership Units multiplied times (2) the number of Limited Partnership Units owned by such deceased or insane General Partner, including therein any Limited Partnership Units created pursuant to Section 13.03 hereof. The number of Limited Partnership Units to be purchased by each Purchasing General Partner shall be determined in accordance with Section 12.02 hereof. The closing of such purchase shall occur at a mutually acceptable time within thirty (30) days after notice of the decision of the appraiser has been delivered to the Purchasing General Partners and the personal representative shall transfer said Limited Partnership Units free and clear of all liens and encumbrances.

14.05 If the appraisers fail to reach a decision within ninety (90) days after the appointment of the third Appraiser, the Purchasing General Partners shall have the right to withdraw their election to proceed with the appraisal, and shall thereupon terminate the partnership within a reasonable time pursuant to Section 15.02 hereof.

ARTICLE XV

Termination and Distribution

15.01 The Partnership shall terminate upon the first to happen of any of the following events:

- (a) the expiration of the term specified in Section 1.04;
- (b) the sale of all or substantially all of the property of the Partnership;
- (c) the mutual written consent of all the General Partners;
- (d) the retirement, death, bankruptcy, insanity or incompetency of all the General Partners;
- (e) upon the refusal of any Purchasing General Partner to purchase the Limited Partnership Units offered pursuant to Section 12.02 hereof.

15.02 Upon the termination of the Partnership, the assets of the Partnership shall be liquidated as promptly as possible and the proceeds shall be applied in the order and in the manner set forth in Section 6.06 hereof.

15.03 Upon termination and liquidation a statement, prepared by the Partnership's independent public accountants, shall be sent to each partner within sixty (60) days after liquidation setting forth the assets and liabilities of the Partnership.

ARTICLE XVI

Miscellaneous

17.01 Each of the Limited Partners hereby constitutes and appoints the General Partners, or any one of them, his true and lawful attorney, and in his name, place and stead to make, execute, sign, acknowledge and file all certificates required under the Uniform Limited Partnership Act of Rhode Island and all amendments to such certificates and to execute any other instruments in connection with Partnership business which may be required by the laws of Rhode Island.

17.02 Any notice required to be given hereunder shall be effective if mailed, postage prepaid, to the Partnership at its principal place of business as set forth in Section 1.03 hereof and to the Partners at their last known addresses appearing on the records of the Partnership.

17.03 With respect to the terms in this Agreement, the existence and terms of any amendments hereto, and the identity, decisions and actions of the Partners, all persons may rely conclusively on the facts stated in a certificate signed and acknowledged by the General Partners.

17.04 The provisions of this Agreement shall be construed, administered and enforced according to the laws of the State of Rhode Island.

17.05 Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

17.06. The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

17.07 This Agreement shall be binding upon and inure to the benefit of all parties hereto and their heirs, assigns, and legal representatives.

IN WITNESS WHEREOF the parties hereto have executed this Agreement and Certificate of Limited Partnership and stated their residences on the day, month and year first above written.


DENNIS L. DIPRETE
As General and Limited
Partner


PAUL A. MARCHIONDA
As General and Limited
Partner

SCHEDULE A

<u>NAME & ADDRESS</u>	<u>TOTAL CONTRIBUTION</u>	<u>UNITS</u>
Dennis L. DiPrete a General Partner	\$100	50
Paul A. Marchianda a General Partner	\$100	50
Dennis L. DiPrete a Limited Partner	\$15,000	100
Paul A. Marchianda a Limited Partner	\$15,000	100

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CHK 50.00
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