

FIFTH AMENDMENT
TO AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP
OF FORDSON ASSOCIATES I., L.P.,
A RHODE ISLAND LIMITED PARTNERSHIP

This Fifth Amendment to the Agreement and Certificate of Limited Partnership of Fordson Associates I., L.P.*, is entered into effective as of the 1st day of January, 1991, by and among James A. Procaccianti (hereinafter "Procaccianti" or the "General Partner"); Jefran Enterprises, a Rhode Island general partnership ("Jefran"); and Donald E. Creamer ("Creamer") (Jefran and Creamer are sometimes referred to individually as a "Limited Partner" and collectively as the "Limited Partners").

The parties amend the Fourth Amendment to and Restatement of Agreement and Certificate of Limited Partnership of Fordson Associates I., L.P. (the "Fourth Amendment") as follows:

1. Section 1.9 of the Fourth Amendment, entitled "Definitions", is amended by adding to that Section the following defined terms. Previous "Definitions" contained in Section 1.9 are amended or deleted to the extent of any inconsistency with the following:

"Adjusted Capital Account Deficit" means, with respect to any Partner, the deficit balance, if any, in such Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

- (i) Credit to such Capital Account any amounts which such Partner is obligated to restore pursuant to any provisions of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations §§1.704-2(g)(1) and 1.704-2(i)(5);
- (ii) Credit to such Capital Account the aggregate amount of all Partnership obligations with respect to which such Partner bears the burden (whether under the provisions of the Act, this Agreement or other arrangements, such as guaranties, indemnifications or non-recourse loans to the Partnership -- all as determined in accordance with the Treasury Regulations issued under Code §752 and §704(b)) of an economic loss over and above his Capital Contribution; and

* The original certificate of limited partnership having been filed December 28, 1987.

- (iii) Debit to such Capital Account the items described in §§1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of §1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"Adjusted Capital Contributions" means, as of any day, a Partner's Capital Contributions adjusted as follows:

- (i) Increased by the amount of any Partnership liabilities which, in connection with distributions pursuant to Sections 4 and 11.2 hereof, are assumed by such Partner or are secured by any Partnership Property distributed to such Partner;
- (ii) Reduced by the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Partner pursuant to Sections 4 and 11.2 hereof and the amount of any liabilities of such Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

In the event any Partner transfers all or any portion of his Interest in accordance with the terms of this Agreement, his transferee shall succeed to the Adjusted Capital Contribution of the transferor to the extent it relates to the transferred Interest.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

- (i) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership;
- (ii) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in

exchange for more than a de minimis Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of Property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations §1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

- (iii) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and
- (iv) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code §734(b) or Code §743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations §1.704-1(b)(2)(iv)(m) and Section 3.3 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (iv) to the extent the General Partner determines that an adjustment pursuant to paragraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (iv). If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (i), paragraph (ii), or paragraph (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

"Non-recourse Deductions" has the meaning set forth in §1.704-2(b)(1) of the Regulations. The amount of Non-recourse Deductions for a Partnership fiscal year equals in the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Non-recourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of §1.704-2(b) of the Regulations.

"Partner Minimum Gain" means an amount, with respect to each Partner Non-recourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Non-recourse Debt were treated as a Non-recourse Liability, determined in accordance with §1.704-2(i)(3) of the Regulations.

"Partner Non-recourse Debt" has the meaning set forth in §1.704-2(b)(4) of the Regulations.

"Partner Non-recourse Deductions" has the meaning set forth in §1.704-2(i)(2) of the Regulations. The amount of Partner Non-recourse Deductions with respect to a Partner Non-recourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Non-recourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Non-recourse Debt to the extent such distributions are from the proceeds of such Partner Non-recourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Non-recourse Debt, determined in accordance with §1.704-1T(b)(4)(iv)(h)(3) of the Regulations.

"Partnership Minimum Gain" has the meaning set forth in §1.704-2(d) of the Regulations.

"Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code §703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code §703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- (i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;
- (ii) Any expenditures of the Partnership described in Code §705(a)(2)(B) or treated as Code §705(a)(2)(B) expenditures pursuant to Regulations §1.704-1(b)(2)(iv)(1), and not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss;

- (iii) In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to paragraph (ii) or paragraph (iii) under the definition of "Gross Asset Value" set forth above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;
- (iv) Gain or loss resulting from any disposition of Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;
- (v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period; and
- (vi) Notwithstanding any other paragraph of this definition, any items which are specially allocated pursuant to Section 3.3 or Section 3.4 hereof shall not be taken into account in computing Profits or Losses.

2. Section 3.1 of the Fourth Amendment, entitled, "Profits and Losses," shall be amended by adding at the end of such Section the following Subsection:

- (c) The Losses allocated pursuant to this Section 3.1 hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Interest Holder to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. All Losses in excess of the limitations set forth in this Section 3.1(c) shall be allocated to the General Partner.

3. Section 3.2 of the Fourth Amendment, entitled, "Profits and Losses from Sale or Refinancing," shall be amended by adding at the end of such Section the following Subsection:

- (c) The Losses allocated pursuant to this Section 3.2 hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Interest Holder to have an Adjusted Capital

Account Deficit at the end of any Fiscal Year.
All Losses in excess of the limitations set forth
in this Section 3.2(c) shall be allocated to the
General Partner.

4. Section 3.3 of the Fourth Amendment, entitled "Special Allocations.", is deleted and replaced by the following provisions:

3.3 Special Allocations. The following special allocations shall be made in the following order:

- (a) Minimum Gain Chargeback. Notwithstanding any other provision of this Section 3, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year, the General Partner and each Interest Holder shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Person's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations §1.704-2(g)(1), that is allocable to the disposition of Partnership Property subject to Non-recourse Liabilities, determined in accordance with Regulations §1.704-2(f), or (ii) if such Person would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to the General Partner and each Interest Holder pursuant thereto. The items to be so allocated shall be determined in accordance with §1.704-2(f) of the Regulations. This Section 3.3(a) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. To the extent permitted by such Section of the Regulations and for purposes of this Section 3.3(a) only, each Partner's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Section 3 with respect to such fiscal year and without regard to any net decrease in Partner Minimum Gain during such fiscal year.

(b) Partner Minimum Gain Chargeback. Notwithstanding any other provision of this Section 3 except Section 3.3(a), if there is a net decrease in Partner Minimum Gain attributable to a Partner Non-recourse Debt during any Partnership fiscal year, each Partner who has a share of the Partner Minimum Gain attributable to such Partner Non-recourse Debt, determined in accordance with §1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to the greater of (i) the portion of such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Non-recourse Debt, determined in accordance with Regulations §1.704-2(i)(5), that is allocable to the disposition of Partnership Property subject to such Partner Non-recourse Debt, determined in accordance with Regulations §1.704-2(i)(4), or (ii) if such Partner would otherwise have an Adjusted Capital Account Deficit at the end of such year, an amount sufficient to eliminate such Adjusted Capital Account Deficit. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to the General Partner and each Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with §1.704-2(i)(4) of the Regulations. This Section 3.3(b) is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith. Solely for purposes of this Section 3.3(b), each Partner's Adjusted Capital Account Deficit shall be determined prior to any other allocations pursuant to this Section 3 with respect to such fiscal year, other than allocations pursuant to Section 3.3(a) hereof.

(c) Qualified Income Offset. In the event any Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in §§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) of the Regulations, items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted

Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Section 3.3(c) shall be made only if and to the extent that such Limited Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 3 have been tentatively made as if this Section 3.3(c) were not in the Agreement.

- (d) Gross Income Allocation. In the event any Limited Partner has a deficit Capital Account at the end of any Partnership fiscal year which is in excess of the sum of (i) the amount such Limited Partner is obligated to restore pursuant to any provision of this Agreement and (ii) the amount such Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations §§1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 3.3(d) shall be made only if and to the extent that such Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 3 have been made as if Section 3.3(c) hereof and this Section 3.3(d) were not in the Agreement.
- (e) Nonrecourse Deductions. Non-recourse Deductions for any fiscal year or other period shall be specially allocated 1% to the General Partner and 99% to the Limited Partners.
- (f) Partner Nonrecourse Deductions. Any Partner Non-recourse Deductions for any fiscal year or other period shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Non-recourse Debt to which such Partner Non-recourse Deductions are attributable in accordance with Regulations §1.704-2(i).
- (g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code §734(b) or Code §743(b) is required, pursuant to Regulations §1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such

adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

5. Section 3.4 of the Fourth Amendment, entitled "Special 1990 Allocations.", shall be renumbered as Section 3.3(h). All other cross references to Section 3.4 in the Fourth Amendment shall be amended to cross reference Section 3.3(h).

6. Subject to the change in enumeration of former Section 3.4 described in Paragraph 3 of this Fifth Amendment, above, the Section 3.4 of the Fourth Amendment shall be amended and restated as follows:

3.4 Curative Allocations.

- (a) The "Regulatory Allocations" consist of the "Basic Regulatory Allocations," as defined in Section 3.4(b) hereof, the "Non-recourse Regulatory Allocations," as defined in Section 3.4(c) hereof, and the "Partner Non-recourse Regulatory Allocations," as defined in Section 3.4(d) hereof.
- (b) The "Basic Regulatory Allocations" consist of (i) allocations pursuant to Section 3.1(c) and Section 3.2(c), and (ii) allocations pursuant to Sections 3.3(c), 3.3(d), and 3.3(g) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Basic Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, and deduction among the General Partner and Interest Holders so that, to the extent possible, the net amount of such allocations of other items and the Basic Regulatory Allocations to the General Partner and each Interest Holder shall be equal to the net amount that would have been allocated to each such General Partner and Interest Holder if the Basic Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Section 3.4(b) shall only be made with respect to allocations pursuant to Section 3.3(g) hereof to the extent the General

Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the parties to this Agreement.

- (c) The "Non-recourse Regulatory Allocations" consist of all allocations pursuant to Sections 3.3(a) and 3.3(e) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Non-recourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, and deduction among the General Partner and Interest Holders so that, to the extent possible, the net amount of such allocations of other items and the Non-recourse Regulatory Allocations to the General Partner and each Interest Holder shall be equal to the net amount that would have been allocated to each such General Partner and Interest Holder if the Non-recourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Section 3.4(c) shall be made prior to the Partnership fiscal year during which there is a net decrease in Partnership Minimum Gain, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partnership Minimum Gain, and (ii) allocations pursuant to this Section 3.4(c) shall be deferred with respect to allocations pursuant to Section 3.3(e) hereof to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Section 3.3(a) hereof.
- (d) The "Partner Non-recourse Regulatory Allocations" consist of all allocations pursuant to Sections 3.3(b) and 3.3(f) hereof. Notwithstanding any other provision of this Agreement, other than the Regulatory Allocations, the Partner Non-recourse Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, and deduction among the General Partner and Interest Holders so that, to the extent possible, the net amount of such allocations of other items and the Partner Non-recourse Regulatory Allocations to the General Partner and each Interest Holder shall be equal to the net amount that would have been allocated to each such General Partner and Interest Holder if

the Partner Non-recourse Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence (i) no allocations pursuant to this Section 3.4(d) shall be made with respect to allocations pursuant to Section 3.3(f) relating to a particular Partner Non-recourse Debt prior to the Partnership fiscal year during which there is a net decrease in Partner Minimum Gain attributable to such Partner Non-recourse Debt, and then only to the extent necessary to avoid any potential economic distortions caused by such net decrease in Partner Minimum Gain, and (ii) allocations pursuant to this Section 3.4(d) shall be deferred with respect to allocations pursuant to Section 3.3(f) hereof relating to a particular Partner Non-recourse Debt to the extent the General Partner reasonably determines that such allocations are likely to be offset by subsequent allocations pursuant to Section 3.3(b) hereof.

- (e) The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Sections 3.4(b), 3.4(c), and 3.4(d) hereof in whatever order is likely to minimize the economic distortions that might otherwise result from the Regulatory Allocations, and (ii) divide all allocations pursuant to Sections 3.4(b), 3.4(c), and 3.4(d) hereof among the General Partner and Interest Holders in a manner that is likely to minimize such economic distortions.

7. Sections 3.5 and 3.6 of the Fourth Amendment, entitled, respectively, "Other Allocation Rules." and "Tax Allocations: Section 704(c).", shall be replaced with the following provisions:

3.5 Other Allocation Rules.

- (a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the General Partner using any permissible method under Code §706 and the Regulations thereunder.
- (b) All allocations to the Interest Holders pursuant to this Section 3 shall, except as otherwise provided, be divided among them in proportion to

the Interests held by each. In the event there is more than one General Partner, all such allocations to the General Partner shall be divided among them as they may agree.

- (c) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the General Partner and Interest Holders in the same proportions as they share Profits or Losses, as the case may be, for the year.
- (d) The Partners are aware of the income tax consequences of the allocations made by this Section 3 and hereby agree to be bound by the provisions of this Section 3 in reporting their shares of Partnership income and loss for income tax purposes.
- (e) To the extent permitted by the Regulations, the General Partner shall endeavor to treat distributions of Net Cash From Operations or Net Cash From Sales or Refinancings as having been made from the proceeds of a Non-recourse Liability or a Partner Non-recourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Interest Holder.

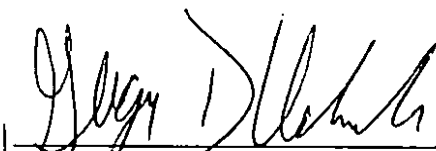
3.6 Tax Allocations: Code §704(c).

In accordance with Code §704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the General Partner and Interest Holders so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value.

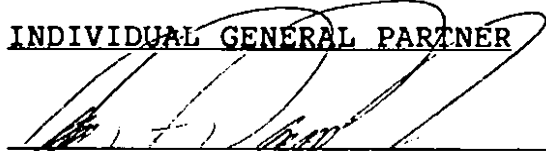
In the event the Gross Asset Value of any Partnership asset is adjusted, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value shall be made in the same manner as under Code §704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 3.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement of Limited Partnership this 10th day of April, 1992 effective as of the date first above set forth.

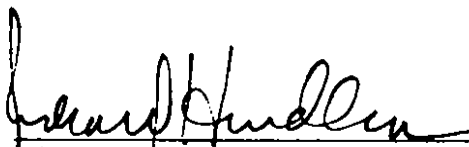

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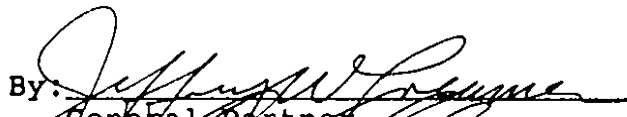
INDIVIDUAL GENERAL PARTNER

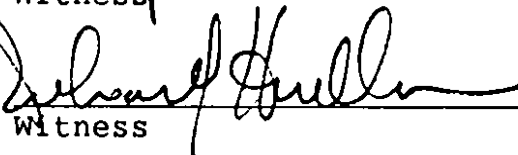

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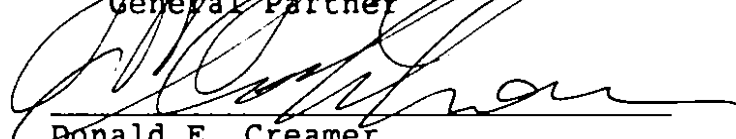
LIMITED PARTNERS

JEFRAN ENTERPRISES


Witness

By: 
General Partner


Witness


Donald E. Creamer

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