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09/08/87

AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE OF
LIMITED PARTNERSHIP OF
W.W.W. REALTY ASSOCIATES, LIMITED PARTNERSHIP
A RHODE ISLAND LIMITED PARTNERSHIP

This Amended and Restated Agreement and Certificate of Limited Partnership of W.W.W. Realty Associates, Limited Partnership, a Rhode Island limited partnership (the "Partnership") is made and entered into as of the 8th day of September, 1987 by and among the individuals and entities whose names and addresses are set forth on Schedule A, annexed hereto and made a part hereof, as the General Partner and the Limited Partners.

W I T N E S S E T H:

WHEREAS, the Partnership was formed as a Rhode Island limited partnership pursuant to a limited partnership agreement entered as of September 21, 1984, as thereafter amended (the "Partnership Agreement"), between Bernard Wasserman, Ina Wasserman, Richard N. Wasserman, David D. Wasserman and Wasserman Management Company, as the General Partners and Bernard Wasserman, as the Limited Partner and a certificate of limited partnership filed in the office of the Secretary of State of Rhode Island on October 3, 1984, as thereafter amended (the "Certificate") and pursuant to such amendments Wasserman Management Company withdrew as a Partner of the Partnership, Ina Wasserman withdrew as a General Partner and was admitted as a Limited Partner of the Partnership; and

WHEREAS, the Partners desire to (i) operate the Partnership as a limited partnership formed under the laws of the State of Rhode Island (ii) to admit Wasserman Management Company, a Rhode Island corporation (the "Corporation"), as the sole General Partner of the Partnership, (iii) to provide for the withdrawal of Bernard Wasserman, David D. Wasserman and Richard N. Wasserman as General Partners and their admission as Limited Partners of the Partnership and (iv) to replace in its entirety the Partnership Agreement and Certificate of the Partnership.

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby certify and solemnly swear to the following:

ARTICLE I

Partnership; Name and Principal Place of Business; Term

1.01 The Partnership has been organized under and shall operate in accordance with the laws of the State of Rhode Island.

1.02 The Partnership shall be conducted under the firm name and style of W.W.W. Realty Associates, Limited Partnership

1.03 The principal place of business of the Partnership and the name and address of its agent for service of process are set forth on Schedule B. The General Partner may at any time change such agent or the location of such principal place of business.

1.04 The term of the Partnership shall be from the date hereof to December 31, 2016, unless the Partnership shall be terminated prior thereto as provided in Article XIII.

ARTICLE II

Definitions

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

2.01 "Agreement" means this Amended and Restated Agreement and Certificate of Limited Partnership and any amendments hereto.

2.02 "Partnership" means the partnership previously created pursuant to the Partnership Agreement.

2.03 "Person" shall mean and include any individual, partnership, corporation, trust or other entity.

2.04 "General Partner" means any Person specified as a General Partner on Schedule A and any person admitted as a General Partner pursuant to the provisions of this Agreement.

2.05 "Limited Partner" means any Person specified as a Limited Partner on Schedule A and any Substituted Limited Partner who has been admitted as a Limited Partner.

2.06 "Substituted Limited Partner" means any Person admitted as a substituted Limited Partner pursuant to Section 9.02 of this Agreement.

2.07 "Partner" means any partner, whether a General Partner, Limited Partner, on Substituted Limited Partner, as the case may be.

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 net loss of the Partnership as determined for Federal income tax purposes in accordance with the accrual method of accounting.

2.10 "Property" means the real and personal property now owned or hereafter acquired by the Partnership, and the buildings located thereon.

2.11 "Uniform Act" means the Uniform Limited Partnership Act as adopted by the State of Rhode Island.

2.12 "Percentage Interest" means the interest set forth opposite a Partner's name on Schedule A as being the Partner's percentage interest.

2.13 "Code" means the Internal Revenue Code of 1986, as amended.

2.14 "Cash Flow" shall mean, with respect to any Fiscal Year of the Partnership, total cash receipts of the Partnership less (i) total expenditures and (ii) such reserves as the General Partner in its sole discretion shall deem proper.

ARTICLE III

Character of Partnership Business

3.01 The character of the business conducted by the Partnership shall be to acquire, hold, develop, mortgage and lease real and personal property or interests therein; to borrow funds for the acquisition and development of such property from any parties, including Partners; and to dispose of and/or remortgage or refinance indebtedness in respect to all or part of such property and any other actions which in the sole discretion of the General Partner are necessary, helpful or appropriate to realize any capital appreciation attributable to such property.

ARTICLE IV

Partners

4.01 The name and business address of the General Partner is set forth on Schedule A.

4.02 The name and business address of each of the Limited Partners are set forth on Schedule A.

ARTICLE V

Partnership Capital

5.01 The amount of cash and a description and the agreed value of any property contributed to the Partnership by each Partner are set forth on Schedule A. The Limited Partners have not agreed to make any additional contributions to the Partnership and are not required to do so.

5.02 No Partner shall have the right to a return of any portion of his capital contribution to the Partnership or his share of the receipts of the Partnership prior to the termination and dissolution of the Partnership pursuant to Section 13.01 hereof.

ARTICLE VI

Allocations, Distributions, Capital Accounts and Negative Capital Accounts

6.01 The Net Profit or Net Loss of the Partnership for each Fiscal Year or part thereof as determined for Federal income tax purposes shall be determined as of the end of such Fiscal Year and shall be allocated among the Partners based on their Percentage Interests.

6.02 The Cash Flow of the Partnership for each Fiscal Year to the extent available, if at all, shall be distributed among the Partners based on their Percentage Interests. Distributions of Cash Flow generated during a Fiscal Year shall be made at such times as the General Partner, in its sole discretion, deems appropriate; provided, however, that the balance, if any, of the Cash Flow generated during a Fiscal Year which has not been distributed during such Fiscal Year shall be distributed within 3 months after the end of such Fiscal Year.

6.03 Upon the termination or dissolution of the Partnership, all of the net cash proceeds resulting from the sale, exchange, condemnation (or similar eminent domain taking), casualty or other disposition of all or a substantial part of the assets of the Partnership, and all cash, other than cash distributed pursuant to Section 6.02 hereof, which is determined by the General Partner to be available for distribution, shall be distributed and applied in the following priority:

(i) To the payment of all debts and liabilities of the Partnership then due or required by any lender or creditor to be repaid on account of the event referred to in this Section 6.03, which makes such cash available; then

(ii) To fund reserves for contingent liabilities to the extent deemed proper, appropriate or advisable in the sole discretion of the General Partner; then

(iii) The balance of any remaining proceeds shall be distributed among the Partners based on their Percentage Interests.

6.04 Negative Capital Accounts

No Partner with a negative balance in his capital account shall be obligated to restore such negative balance or to make a contribution to the capital of the Partnership by reason thereof.

6.05 754 Election

At the request of any Partner, the General Partner shall cause the Partnership to make an election pursuant to Section 754 of the Code, provided such election in the opinion of counsel to the Partnership will benefit such Partner.

ARTICLE VII

Powers, Duties and Liabilities of General Partner

7.01 The General Partner shall be responsible for the management of the Partnership and shall have the authority to perform without the approval of the other Partners the actions described in Section 3.01 hereof. Any Partner may engage in any other business of any nature independently or with others, and neither the Partnership nor any of the other Partners shall have any rights with respect to any such other ventures.

7.02 The General Partner shall keep books of account and complete records of the operation of the Partnership which shall be open for inspection by all Partners upon three (3) days' prior written request.

7.03 The General Partner shall be entitled to reimbursement from Partnership funds for all reasonable expenses incurred on behalf of the Partnership.

7.04 The General Partner shall be liable to the Partnership and to the other Partners only for its own gross negligence or willful misconduct in failing to carry out the terms of this Agreement.

ARTICLE VIII

Powers, Duties and Liabilities of Limited Partners

8.01 No Limited Partner, in his capacity as a Limited Partner shall participate in the management of the business of the Partnership nor have any power or authority to act for or to bind the Partnership; provided, however, that the prior written consent of a majority of the Percentage Interests of the Limited Partners shall be required with respect to any amendment to this Agreement that would effect the rights, duties or obligations of any of the Limited Partners.

8.02 Other than as specifically set forth herein, the liability of any Limited Partner for the losses or debts of the Partnership shall in no event exceed in the aggregate the amount of such Partner's contribution to the capital of the Partnership.

ARTICLE IX

Assignability

9.01 In the event any Limited Partner desires to sell or exchange all or any portion of his interest in the Partnership, or there is an involuntary transfer of all or any portion of his interest in the Partnership, other than as a result of the death or incapacity of the Limited Partner, the General Partner shall have the right before such interest may be sold or exchanged to any other party as hereinafter provided in Section 9.02 to purchase that interest at the lowest price and upon the most lenient terms at which such Limited Partner is willing to sell the same or if lesser, for an amount equal to such Limited Partner's then share (determined based on his Percentage Interest) of the value of the assets of the Partnership less the liabilities of the Partnership. No sale or exchange of any interest of a Limited Partner to any party other than the General Partner shall be valid unless such interest shall have been first so offered in writing to the General Partner and unless such offer shall have been rejected or shall not have been acted upon by the General Partner within thirty (30) days after receipt by the General Partner of such offer. Any Limited Partner who shall have offered his interest for sale to the General Partner in accordance with the foregoing provisions may at any time within sixty (60) days after the rejection of such offer by the General Partner, or if the General Partner shall neither accept nor reject such offer, then within ninety (90) days after such offer shall have been made to the General Partner, sell or exchange the interest so offered to the General Partner to any other party in accordance with the provisions of Section 9.02 but not for a price lower nor upon more lenient terms than that at which such interest shall have been offered to the General Partner.

9.02 Subject to the provisions of Section 9.01, a Limited Partner may transfer or assign all (but not less than all of) his interest in the Partnership provided (i) the General Partner shall have consented to such transfer or assignment (ii) the transfer or assignment will not result in a termination of the Partnership under Section 708 of the Code, (iii) an opinion is provided at the sole cost of the Limited Partner by counsel satisfactory to the General Partner that the transfer or assignment complies with applicable Federal and state securities laws and (iv) the transfer or assignment does not cause a default or accelerate any obligation of the Partnership under any agreement. However, the transferee or assignee of the interest of a Limited Partner may be admitted as a Substituted Limited Partner only if the following requirements are met:

- (a) the transferee or assignee shall state in a writing satisfactory to the General Partner his intention to become a Substituted Limited Partner;
- (b) the General Partner consents in writing to the admission of the transferee or assignee as a Substituted Limited Partner;
- (c) the transferee or assignee shall execute such instruments as the General Partner deems proper, appropriate or advisable in its sole discretion to effect the admission of the transferee or assignee as a Substituted Limited Partner and to evidence his acceptance of the terms of this Agreement; and
- (d) the transferee or assignee shall pay all expenses in connection with his admission as a Substituted Limited Partner.

9.03 The General Partner may transfer or assign its interest as a General Partner hereunder to any Person whereupon the transferee or assignee shall become and be admitted as the Substitute General Partner hereunder.

ARTICLE X

Admission of Additional Limited Partners.

10.01 The General Partner shall not have the power to admit additional Limited Partners without the prior written consent of all of the Limited Partners.

Retirement, Death or Incapacity of a Limited Partner

11.02 In the event a Limited Partner retires from the employ of the Corporation or in the event a Limited Partner is discharged from the employ of the Corporation because he has been incapacitated for a continuous period of 12 months or more, the Corporation may within 60 days after it has received notice, in writing or otherwise, of such event, elect to purchase the interest of such Partner (the "Retiring Partner") for an amount equal to the Retiring Partner's share (determined based solely on his Percentage Interest) of the value of the Partnership's assets. The election of the Corporation shall be effected by giving notice of such election to the Retiring Partner.

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Corporation shall sell such interest. If the Partnership is terminated pursuant to this Section 11.03 the Electing Partner shall be authorized and empowered to direct the sale of the assets of the Partnership.

ARTICLE XII

Retirement or Bankruptcy of the General Partner

12.01 The General Partner may withdraw as the General Partner at any time. In the event of the bankruptcy or the withdrawal of the General Partner a majority in Percentage Interests of the Limited Partners may elect a) to continue the Partnership and the General Partner or its legal representative will transfer its entire interest as a General Partner in the Partnership to another party acceptable to a majority in Percentage Interests of the Limited Partners and the transferee will be admitted as the General Partner or (b) to terminate the Partnership whereupon the Partnership shall be dissolved and the Property be disposed of as promptly as possible and in a manner and pursuant to terms reasonably acceptable to a majority in Percentage Interests of the Limited Partners. It is agreed that (a) all of the Partners hereby consent to any timely election made in accordance with this Section 12.01 to continue the Partnership and appoint a successor General Partner and (b) the General Partner shall be deemed to remain as the General Partner through the period needed to complete the action required as a result of a timely election by the Limited Partners.

12.02 For purposes of this Agreement the bankruptcy of the General Partner shall be deemed to occur upon (i) the entry of a decree or order for relief by a court of competent jurisdiction adjudging such Person a bankrupt or insolvent or approving as properly filed a petition seeking a reorganization, arrangement, adjustment or composition of or in respect to such Person under the Federal Bankruptcy Code or any other federal, state or foreign law relating to bankruptcy or insolvency, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of such Person or all or a substantial part of the property of such Person, ordering the winding up or liquidation of the affairs of such Person and the continuance of any such order unstayed and in effect for a period of sixty (60) consecutive days, or (ii) the institution by such Person of proceedings to be adjudged a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Code or any other applicable federal, state or foreign law or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee,

sequestrator (or other similar official) of such Person, or of all or a substantial part of the property of such Person, or the making by it of any assignment for the benefit of creditors, or the admission by such Person of its inability to pay its debts generally within a reasonable period of time after they become due, or the failure by any such Person to pay its debts generally as they become due, or the taking of any action by such Person in furtherance of any such action.

ARTICLE XIII

Termination

13.01 The Partnership shall terminate and it shall be dissolved upon the first to occur 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;
- (c) the written consent of all the Partners;
or
- (d) the bankruptcy of the General Partner (except as provided in Section 12.01).

ARTICLE XIV

Matters in Which Partners are Interested

14.01 Any Partner or any firm, corporation or association in or with which any Partner is in any way interested or connected may act as attorney for, accountant or financial advisor for, deal and contract with, and be employed by the Partnership, and any Partner may be in any manner interested in or connected with any corporation, association or business in which the Partnership is directly or indirectly interested, all in the same manner and with the same freedom as though not a Partner and without accountability for any profit, benefit or compensation received in connection with such actions or relationships, none of which shall be void or voidable.

ARTICLE XV

Miscellaneous

15.01 Each Partner hereby irrevocably constitutes and appoints the General Partner, as his true and lawful attorney-in-fact, in his name, place and stead, to make, execute, acknowledge and file any certificates and any amendments to the Agreement and/or the Certificate of Limited Partnership of the Partnership needed to continue the business

of the Partnership or to reflect any actions, including the transfer or assignment of an interest in the Partnership. It is expressly intended by each Partner that the foregoing power of attorney is coupled with an interest and shall, to the extent permitted by law, survive any incompetency, merger, bankruptcy, receivership or dissolution, as applicable, of a Partner.

15.02 This agreement may not be amended or modified except by the General Partner with the written consent or approval of a majority in Percentage Interests of the Limited Partners; provided, however, that the General Partner and all the Limited Partners must give their consent in writing to any amendment which would (i) amend this Section 15.02, (ii) increase the amount of capital contributions payable by any Limited Partner, (iii) decrease the Percentage Interest of any Partner or (iv) increase the liability of any Limited Partner. Except as otherwise specifically provided herein, no action may be taken under the Agreement unless such action is taken in compliance with the provisions of the Uniform Act.

15.03 Any notices required, permitted or provided for hereunder shall be in writing and shall be deemed to have been given when delivered by personal service or deposited in the United States mail and sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- (a) If to the Partnership, at the principal office of the Partnership, or such other address as the General Partner may designate by notice given to the other Partners.
- (b) If to a Partner, at the address of such Partner set forth on Schedule A, or such other address as such Partner may designate by notice given to the Partnership and the other Partners.

15.04 With respect to the terms of 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 Partner.

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

15.06 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.

15.07 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.

15.08 In the event it becomes necessary to value the assets of the Partnership for purposes of this Agreement and the Partners are unable to agree on the value of such assets then the determination shall be made by an appraiser selected by the unanimous agreement of the Partners or if they can not agree on an appraiser, the appraisal shall be made in accordance with the rules of the American Arbitration Association then in effect. For purposes of valuing the assets of the Partnership (a) all assets other than real estate shall be assigned a value equal to the book value of such assets to the Partnership and (b) no value shall be assigned to the goodwill of the Partnership.

15.09 This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against all of the parties hereto and the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

15.10 By their execution of this Agreement (a) Wasserman Management Company is admitted as a General Partner of the Partnership (b) Bernard Wasserman withdraws as a General Partner of the Partnership and (c) the Percentage Interest of each Partner is adjusted as set forth in Schedule A.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

GENERAL PARTNER:

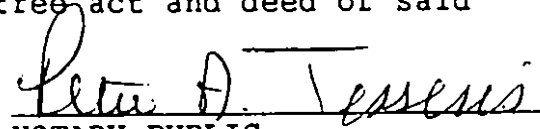
WASSERMAN MANAGEMENT
COMPANY

By: 

STATE OF Rhode Island
COUNTY OF Providence

In Providence, in said County and State, on the 8th day of September, 1987, personally appeared before me Bernard Wasserman to me known and known by me to be the President, of Wasserman Management Company and the person executing the foregoing instrument, and being duly sworn, swore that said instrument by him executed to be his free act and deed and the free act and deed of said corporation.

[SEAL]


NOTARY PUBLIC

My Commission expires on

June 6, 1991

Signature Page - Amended and Restated Agreement and
Certificate of Limited Partnership of
W.W.W. Realty Associates, Limited Partnership



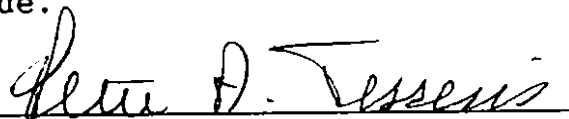
Limited Partner (Signature)

Bernard Wasserman
Name

STATE OF Rhode Island
COUNTY OF Providence

In Providence, in said County and State on the 8TH
day of September, 1987, before me personally appeared Bernard
Wasserman to me known and known by me to be the person
executing the foregoing instrument acknowledged said instrument
by him executed to be his free act and deed and declared that
the statements made therein were true.

[Seal]

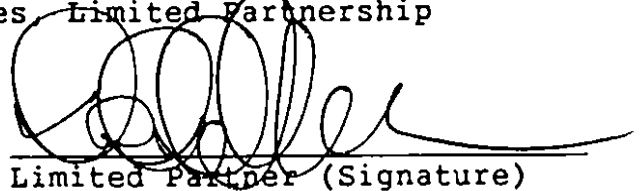


Notary Public

My commission expires on:

June 6, 1991

Signature Page - Amended and Restated Agreement and
Certificate of Limited Partnership of
W.W.W. Realty Associates, Limited Partnership



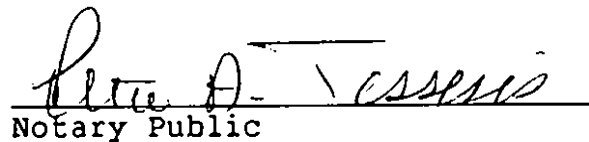
Limited Partner (Signature)

David D. Wasserman
Name

STATE OF Rhode Island
COUNTY OF Providence

In Providence, in said County and State on the 8TH day of
September, 1987, before me personally appeared David D. Wasserman,
to me known and known by me to be the person executing the foregoing
instrument acknowledged said instrument by him executed to be his
free act and deed and declared that the statements made therein were
true.

[Seal]


Notary Public

My commission expires on:

June 6, 1991

Signature Page - Amended and Restated Agreement and
Certificate of Limited Partnership of
W.W.W. Realty Associates, Limited Partnership



Limited Partner (Signature)

Richard N. Wasserman
Name

STATE OF Rhode Island
COUNTY OF Providence

In Providence, in said County and State on the 8th day of
September, 1987, before me personally appeared Richard N. Wasserman,
to me known and known by me to be the person executing the foregoing
instrument acknowledged said instrument by him executed to be his
free act and deed and declared that the statements made therein were
true.

[Seal]


Notary Public

My commission expires on:

June 6, 1991

Signature Page - Amended and Restated Agreement and
Certificate of Limited Partnership of
W.W.W. Realty Associates, Limited Partnership

Ina Wasserman
Limited Partner (Signature)

Ina Wasserman
Name

STATE OF Rhode Island
COUNTY OF Providence

In Providence, in said County and State on the 8th day of
September, 1987, before me personally appeared Ina Wasserman,
to me known and known by me to be the person executing the foregoing
instrument acknowledged said instrument by her executed to be her
free act and deed and declared that the statements made therein were
true.

[Seal]

Robert A. Tessieris
Notary Public

My commission expires on:

June 6, 1991

SCHEDULE A

CAPITAL CONTRIBUTED
AND PARTNERSHIP INTEREST

<u>Name and Address</u>	<u>Capital Contri- bution Cash</u>	<u>Value of Other Property</u>	<u>Percen- tage Interest</u>
<u>General Partner:</u>			
Wasserman Management Company 321 South Main Street Providence, RI 02903	\$ 1.00	\$0.00	1%
<u>Limited Partners:</u>			
Bernard Wasserman 2100 South Ocean Boulevard Apartment 306 North Palm Beach, Florida	\$ 69.00	\$0.00	69%
Ina Wasserman 2100 South Ocean Boulevard Apartment 306 North Palm Beach, Florida	\$ 10.00	\$0.00	10%
David D. Wasserman 2100 South Ocean Boulevard Apartment 306 North Palm Beach, Florida	\$ 10.00	\$0.00	10%
Richard N. Wasserman 2100 South Ocean Boulevard Apartment 306 North Palm Beach, Florida	\$ 10.00	\$0.00	10%
	<hr/>	<hr/>	<hr/>
	\$100.00	\$0.00	100%

SCHEDULE B

PRINCIPAL PLACE OF BUSINESS:

321 South Main Street
Providence, Rhode Island

AGENT FOR SERVICE OF
PROCESS:

Bernard Wasserman
Wasserman Management Company
321 South Main Street
Providence, Rhode Island

#825

CP50 50.00
CHECK 50.00
09/29/87 PAID 0187A001

SEP 25 1987

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