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GADOURY STREET LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

AGREEMENT dated as of this 28 day of April, 1986 by and among BARRY D. LIBERT of Boston, Massachusetts, JEFFREY A. LIBERT of Chestnut Hill, Massachusetts and LOUIS A. SHUMAN of Wayland, Massachusetts as General Partners (the "General Partners") and BARRY D. LIBERT of Boston, Massachusetts, JEFFREY A. LIBERT of Chestnut Hill, Massachusetts and LOUIS A. SHUMAN of Wayland, Massachusetts, as Limited Partners (the "Limited Partners") (the General Partners and the Limited Partners are hereinafter collectively called the "Partners").

WITNESSETH THAT:

WHEREAS, the parties hereto desire to form a limited partnership under the laws of the State of Rhode Island.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Formation. The parties hereto do hereby agree to form a limited partnership pursuant to the provisions of the Uniform Limited Partnership Act of the State of Rhode Island (Chapter 7-13 of the General Laws of Rhode Island, 1956, as amended) (the "Partnership").

2. Name. The business of the Partnership shall be conducted under the name and style of Gadoury Street Limited Partnership.

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3. Term. The Partnership commences as of the date hereof and shall continue in full force and effect until December 31, 2050, unless the Partnership is sooner dissolved by the happening of any of the following events: (a) the sale or disposition of all or substantially all of the Partnership property; (b) the death, bankruptcy or legal incapacity of any General Partner, if no other General Partner remains, or if the Limited Partners do not elect to continue the business of the Partnership; or (c) the dissolution of the Partnership by operation of law..

4. Purpose. The business of the Partnership shall be to make investments in real and personal property and all activities related thereto.

5. Principal Office. The principal place of business of the Partnership, at which the records required by Chapter 7-13-4 shall be maintained, shall be located at 2700 Hospital Trust Tower, Providence, Rhode Island 02903 but other or additional places of business may be selected from time to time by the General Partners on notice to the Limited Partners. The agent for service of process at such address shall be Charles F. Rogers, Jr.

6. Percentage and Interests and Capital Contributions of the General Partners and Limited Partners. The percentage interest of each Partner in the Partnership and the capital contribution which each Partner has made or agrees to make to the Partnership are set forth opposite the name of each Partner on Schedule A attached hereto.

7. Additional Capital Contributions or Loans by the Partners.

7.1 Except as set forth herein, the Limited Partners have not agreed to nor shall they be required to make any additional contributions to the capital of the Partnership.

7.2 If a General Partner or a Limited Partner shall, with the consent of the General Partners, make loans or lend money to the Partnership or advance monies on its behalf, the amount of any such loan or advance shall not be an increase in the capital contribution of such Partner or entitle him to any increase in his share of the profits or distributions of the Partnership nor subject him to any greater proportion of the losses which it may sustain, but shall be repayable on such terms and conditions as shall be agreed upon by the advancing Partner and the General Partners.

8. Authority of the Partnership.

8.1 The Partnership is authorized to engage in any activity, perform and carry out contracts of any kind, and do any and all things necessary and proper for the protection and benefit of the Partnership.

8.2 The Property of the Partnership shall be held in the name of the Partnership. The spouse, heirs, executors, administrators, successors or assigns of any Partner shall have no right, title or interest in and to such property.

9. Rights, Powers and Duties of the General Partners.

9.1 The business of the Partnership shall be managed solely by the General Partners, acting by unanimous agreement. The Limited Partners shall take no part in the conduct or control of the Partnership business and shall have no authority or power to act for or to bind the Partnership.

9.2 The General Partners acting for, in the name and on behalf of the Partnership, are hereby authorized:

(i) to acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(ii) to borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Partnership, and to secure the same by mortgage, pledge or other lien on any assets of the Partnership; and

(iii) to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a Partnership under the laws of the State of Rhode Island.

9.3 The General Partners shall devote to the Partnership such time as may be necessary for the proper performance of their duties.

10. Third Parties. Any contract, agreement or instrument of the Partnership shall be binding upon the Partnership if signed by any General Partner, and no third party dealing with the Partnership shall be required to inquire into the authority

of the General Partner to execute and deliver any such instrument, but shall be entitled to rely conclusively upon the power and authority of the General Partner as set forth above.

11. Distribution and Allocation of Profits, Losses, Etc.

11.1 The income, profits and other distributions of the Partnership shall be received by the Partners in accordance with their percentage interests as set forth in Schedule A.

11.2 For accounting and Federal and State income tax purposes, all income, profits, distributions, deductions, credits, gains and losses of the Partnership, shall be allocated to the Partners in accordance with their percentage interests as set forth in Schedule A.

12. Capital Accounts. The capital accounts of each Partner shall consist of the value of his or her initial capital contribution, increased by (a) the value of all additional capital contributions to the Partnership made by such Partner and (b) the amount of all net profits credited to the account of such Partner, and decreased by (y) the amount of all net losses charged to the account of such Partner and (z) the amount of all net profits distributed to such partner pursuant to Section 12 hereof.

13. Distribution of Excess Net Profits. The General Partners shall from time to time distribute the excess net profits of the Partnership to the Partners pro rata in accordance with their respective Percentage Interests set forth in Schedule A.

The excess net profits are those profits which the General Partners shall deem unnecessary for the conduct of the activities of the Partnership; any net profits which the General Partners shall deem reasonable necessary for the conduct of the activities shall be retained in the Partnership.

14. Distribution Upon Dissolution. Upon the dissolution of the Partnership, the General Partners shall wind-up the affairs of the Partnership and distribute its assets as follows:

FIRST, to the payment of all debts and liabilities of the Partnership; and

SECOND, to the Partners, pro rata, in accordance with their respective Percentage Interests set forth in Schedule A.

Distributions may be made in cash or in kind. No Partner shall have the right to demand and receive property other than cash on account of any distribution.

15. Assignability of Limited Partnership Interest. The interest of a Limited Partner shall not be assignable without the written consent of the General Partners, except to a member of the immediate family of such Limited Partner or to the trustees of a trust for the benefit of such Limited Partner or his or her immediate family. No assignee, except a person to whom assignment is permitted pursuant to the provisions of the preceding sentence, shall have the right to become a substituted Limited Partner without the prior consent of the General Partners.

16. Admission of Additional Limited Partners. The General Partners shall have the right to admit additional limited partners without the prior consent of Limited Partners upon such terms and conditions as the General Partners may approve.

17. Withdrawal of General Partners. No General Partner shall have the right to sell, assign or encumber his, her or its Partnership interest without the prior consent of the other General Partner or General Partners.

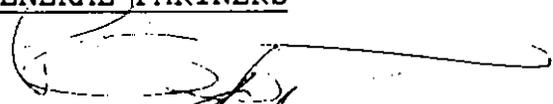
18. Power of Attorney. Each Limited Partner hereby irrevocably constitutes and appoints each of the General Partners his true and lawful attorney, and empowers and authorizes such attorney, in the name, place and stead of such Limited Partner, to make, execute, sign, acknowledge and file in such place or places as may be required by law a Certificate of Limited Partnership and any amendments thereto, and such other certificates or instruments as may be necessary to the conduct of the Partnership business.

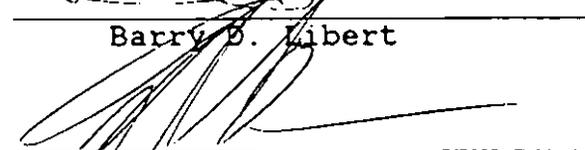
19. General. This Agreement (a) may be amended only by the unanimous written consent of each of the Partners, (b) shall be construed in accordance with the laws of the State of Rhode Island, (c) shall be binding upon and inure to the benefit of the parties and their personal representatives, successors and assigns, and (d) may be executed in any manner of

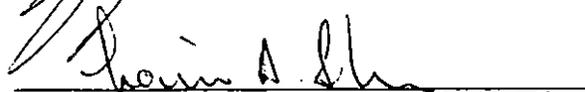
counterparts, each of which so executed shall be deemed to be an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

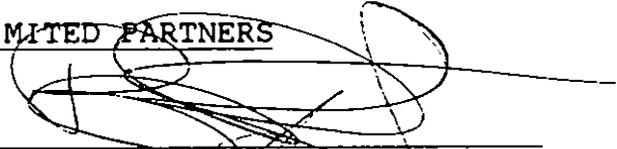
GENERAL PARTNERS

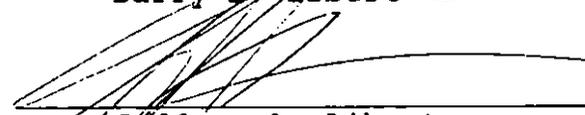

Barry D. Libert


Jeffrey A. Libert


Louis A. Shuman

LIMITED PARTNERS


Barry D. Libert

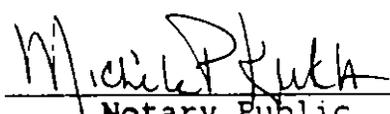

Jeffrey A. Libert


Louis A. Sherman

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On the 28 day of April, 1986, personally appeared Barry D. Libert, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.


Notary Public

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On the 28 day of April, 1986, personally appeared Jeffrey A. Libert, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.



Notary Public

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On the 28 day of April, 1986, personally appeared Louis A. Shuman, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.



Notary Public

SCHEDULE A

	<u>CAPITAL CONTRIBUTION</u>	<u>PERCENTAGE INTEREST</u>
<u>GENERAL PARTNERS</u>		
Barry D. Libert 334 Marlborough Street Boston, Massachusetts 02116	\$11.11	11.11%
Jeffrey A. Libert 399 Hammond Street Chestnut Hill, Massachusetts	\$11.11	11.11%
Louis A. Shuman Three Woodridge Road Wayland, Massachusetts	\$11.11	11.11%
<u>LIMITED PARTNERS</u>		
Barry D. Libert 334 Marlborough Street Boston, Massachusetts 02116	\$22.22	22.22%
Jeffrey A. Libert 399 Hammond Street Chestnut Hill, Massachusetts	\$22.22	22.22%
Louis A. Shuman Three Woodridge Road Wayland, Massachusetts	\$22.22	22.22%

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CP68 125.18
CP69 30.15
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John