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WHITE/KAY ASSOCIATES LIMITED PARTNERSHIP  
FIRST AMENDMENT TO  
AMENDED AND RESTATED  
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

AMENDMENT, dated as of July 15, 1982 to the Certificate of Limited Partnership of White/Kay Associates Limited Partnership (the "Partnership"), filed with the State of Rhode Island, Department of State, Office of Secretary of State, on June 24, 1982 and amended by an Amended and Restated Certificate and Agreement of Limited Partnership filed on July 9, 1982 (the "Certificate").

The Certificate is hereby amended as follows:

1. Schedule A is hereby deleted in its entirety and the attached Schedule A (reflecting the admission of John E. Groman and William F. Andrews as additional Limited Partners) is substituted therefor.
2. Schedule B is hereby deleted in its entirety and the attached Schedule B is substituted therefor.

IN WITNESS WHEREOF, the undersigned has executed or caused to be executed this Amendment as of the day and year first above written.



7

STATE OF CONNECTICUT )

) In the City of Hartford

COUNTY OF HARTFORD )

in said county, this 15<sup>th</sup> day of July, A.D. 1982, then personally appeared before me THOMAS L. GORDON, known to me and known by me to be the party executing the foregoing instrument as attorney-in-fact on behalf of the Limited Partners named in Schedule A hereof, and he acknowledged that he executed the same in such capacity as his free act and deed.

Merrill L. Wolf  
Notary Public  
My Commission Expires: 3/31/87

My Commission Expires Mar. 31, 1987

WHITE/KAY ASSOCIATES LIMITED PARTNERSHIP

SCHEDULE A

Partners' Names and Residence Addresses

GENERAL PARTNERS

<u>Name</u>	<u>Residence Address</u>
Thomas L. Gordon	7 Oxford Drive West Hartford, CT 06107
William C. Holden, III	19 Candy Hill Road Sudbury, MA 01776

LIMITED PARTNERS

<u>Name</u>	<u>Residence Address</u>
Allan J. Strassman	16 Nason Hill Lane Sherborn, MA 01770
John J. Arena	53 Beacon Street Marblehead, MA 01945
V. William Efthim	8 Lomas Circle Framingham, MA 01701
Thomas N. Dabney	173 Centre Street Dover, MA 02030
Paul N. Vonckx, Jr.	380 Cushing Street Hingham, MA 02043
Frank E. Maddocks and Margaret A. Maddocks	69 Keechipam Way Teaticket, MA 02536
Richard I. Arthur	71 Lewis Street Marion, MA 02738

LIMITED PARTNERS

<u>Name</u>	<u>Residence Address</u>
Dr. Thomas P. Greco	352 Beacon Hill Road Cheshire, CT 06410
Mrs. Donald W. Henry	10 Mason Street Greenwich, CT 06830
Mrs. Chrystal S. Angle	698 Heritage Village Southbury, CT 06488
John E. Groman	36 Guild Road Dedham, MA 02026
William F. Andrews	291 Tucker Hill Road Middlebury, CT 06762

WHITE/KAY ASSOCIATES LIMITED PARTNERSHIP

SCHEDULE B

Partners and Their  
Capital Contributions

GENERAL PARTNERS

<u>Name</u>	<u>Capital Contribution</u>		
	<u>Property</u>	<u>Agreed Upon Value</u>	<u>Cash</u>
Thomas L. Gordon	As set forth in footnote (1) below	None <sup>1</sup>	\$100
William C. Holden, III	As set forth in footnote (1) below	None <sup>1</sup>	\$100
Total	-	-	\$200

LIMITED PARTNERS

<u>Name</u>	<u>Capital Contribution</u>
Allan J. Strassman	\$ 60,000
John J. Arena	30,000
V. William Efthim	30,000
Thomas N. Dabney	15,000
Paul N. Vonckx, Jr.	15,000
Frank E. Maddocks and Margaret A. Maddocks	15,000
Richard I. Arthur	30,000
Dr. Thomas P. Greco	15,000
Mrs. Donald W. Henry	30,000
Mrs. Crystal S. Angle	15,000
John E. Groman	15,000
William F. Andrews	30,000
TOTAL	\$ 300,000

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<sup>1</sup> As described in Section 2 of Article II hereof, the General Partners have each contributed all their interest of the Purchase Agreement to the capital of the Partnership.

Thomas P. Greer, M.D.  
Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney - -

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

A. I acknowledge receipt of a numbered copy of the Private Offering Memorandum, dated June 29, 1982 and the Partnership's Certificate and Agreement of Limited Partnership (the "Partnership Agreement") furnished therewith (Exhibit C to the Private Offering Memorandum) and adopt, accept and agree to be bound by all the terms and provisions of the Partnership Agreement.

B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily, and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
- (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause such overall commitment to become excessive;
- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Units;
- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

→ <sup>\*15,000 D.</sup> ~~\$30,000~~ I enclose herewith 1) my check in the amount of \$ \_\_\_\_\_ per ~~7~~ <sup>15</sup> Unit, payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$ 30,000 (~~\$30,000~~ per ~~7~~ <sup>15</sup> Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

Check delivered to office of limited partnership on 7/1/82

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$ 50,000 (\$100,000 per Unit).

Number of Units 0.5

Total Price \$ 50,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants-in-common (both parties must sign).



Signature

Signature

Thomas P. Grew, M.D.

Name Typed or Printed

Name Typed or Printed

STATE OF (CONNECTICUT)  
COUNTY OF NEW HAVEN ) ss.: WATERBURY

On this 1<sup>st</sup> day of July, 1982, before me, the undersigned ~~Notary Public~~, personally appeared Thomas P. Frew, M.D., known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

John V. Gihetto  
~~Notary Public Commissioner of~~  
~~My Commission Expires: 12 Superior Court~~

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this 8 day of July, 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By Thomas L. Bush  
Its General Partner  
Duly Authorized

Wm C. Frew

Richard | Arthur  
Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

A. I acknowledge receipt of a numbered copy of the Private Offering Memorandum, dated June 29, 1982 and the Partnership's Certificate and Agreement of Limited Partnership (the "Partnership Agreement") furnished therewith (Exhibit C to the Private Offering Memorandum) and adopt, accept and agree to be bound by all the terms and provisions of the Partnership Agreement.

B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily, and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause such overall commitment to become excessive;
- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Units;
- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$30,000 \$30,000 per Unit, payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$70,000 (\$70,000 per Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon if 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$ 100,000 (\$100,000 per Unit).

Number of Units 1

Total Price \$ 100,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

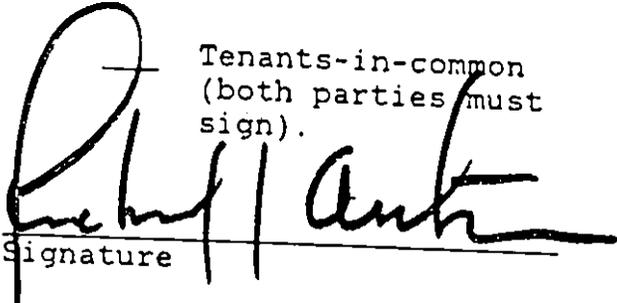
Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants-in-common (both parties must sign).

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Typed or Printed

RICHARD I. ARTHUR  
\_\_\_\_\_  
Name Typed or Printed

STATE OF *Mass.* )  
COUNTY OF *Plymouth* ) ss.:

On this *7<sup>TH</sup>* day of *July*, 1982, before me, the undersigned Notary Public, personally appeared *Richard J. Arthur*, known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Beverly N. Johansen*  
Notary Public  
My Commission Expires: *3/26/87*

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this *8<sup>TH</sup>* day of *July*, 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By *Thomas G. Sack*  
Its General Partner  
Duly Authorized  
*Wm C. Felt*

Jean V. S. Henry (Mrs Donald W  
Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney

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3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
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7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
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    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
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- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Units;
- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

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2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$30,000 per Unit, payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$70,000 (\$70,000 per Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon if 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

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Number of Units ONE

Total Price \$ 100,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants-in-common (both parties must sign).

\_\_\_\_\_  
Signature

*Jean V.S. Henry*  
*B. Paula D. Henry, attorney-in-fact*  
Signature

\_\_\_\_\_  
Name Typed or Printed

JEAN V.S. HENRY (MRS DONALD W.)

\_\_\_\_\_  
Name Typed or Printed

STATE OF *Connecticut* )  
COUNTY OF *New Haven* ) ss.: *Waterbury*

On this *30<sup>th</sup>* day of *June*, 1982, before me, the undersigned Notary Public, personally appeared *Charles W. Henry*, known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Carrie M. Quinn*  
Notary Public  
My Commission Expires: *3/31/86*

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this *27<sup>th</sup>* day of *July*, 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By *W. C. Hill*  
Its General Partner  
Duly Authorized

*Thomas G. Bush*

Gager, Henry & Narkis

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE DEFINED IN CONNECTICUT STATUTORY SHORT FORM POWER OF ATTORNEY ACT, SECTIONS 1-42 TO 1-56 INCLUSIVE, OF THE GENERAL STATUTES WHICH EXPRESSLY PERMITS THE USE OF ANY OTHER OR DIFFERENT FORM OF POWER OF ATTORNEY DESIRED BY THE PARTIES CONCERNED.

KNOW ALL MEN BY THESE PRESENTS, which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Connecticut Statutory Short Form Power of Attorney Act:

That I, JEAN V. S. HENRY of South Street,  
Middlebury, Connecticut do hereby appoint CHARLES W. HENRY  
of Tucker Hill Road, Middlebury, Connecticut

my attorney-in-fact TO ACT \_\_\_\_\_.

(a) If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "severally". Failure to make any insertion or the insertion of the word "jointly" will require the agents to act jointly.

FIRST: In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in the Connecticut Statutory Short Form Power of Attorney Act to the extent that I am permitted by law to act through an agent:

(Strike out and initial in the opposite box any one or more of the subdivisions as to which the principal does NOT desire to give the agent authority. Such elimination of any ONE or more of subdivisions (A) to (K), inclusive, shall automatically constitute an elimination also of subdivision (L).

TO STRIKE OUT ANY SUBDIVISION THE PRINCIPAL MUST DRAW A LINE THROUGH THE TEXT OF THAT SUBDIVISION AND WRITE HIS INITIALS IN THE BOX OPPOSITE

- |  |     |
|--|-----|
| (A) real estate transactions               | ( ) |
| (B) chattel and goods transactions         | ( ) |
| (C) bond, share and commodity transactions | ( ) |
| (D) banking transactions                   | ( ) |
| (E) business operating transactions        | ( ) |
| (F) insurance transactions                 | ( ) |

- (J) benefits from military service ( )
- (K) records, reports and statements ( )
- (L) all other matters ( )

(Special provisions and limitations may be included in the statutory short form power of attorney only if they conform to the requirements of the Connecticut Statutory Short Form Power of Attorney Act).

SECOND: With full and unqualified authority to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select.

THIRD: Hereby ratifying and confirming all that said attorney(s) or substitute(s) do or cause to be done.

FOURTH: To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof by operation of law or otherwise shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

FIFTH: This power of attorney shall not be affected by my subsequent disability or incompetence.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my seal this 17 day of December, 1977.

Witnessed by:

(1) [Signature]

Jean V.S. Henry L.S.



CRYSTAL S. ANGLE  
Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

A. I acknowledge receipt of a numbered copy of the Private Offering Memorandum, dated June 29, 1982 and the Partnership's Certificate and Agreement of Limited Partnership (the "Partnership Agreement") furnished therewith (Exhibit C to the Private Offering Memorandum) and adopt, accept and agree to be bound by all the terms and provisions of the Partnership Agreement.

B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily, and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause such overall commitment to become excessive;
- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Units;
- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$1,000 per Unit, payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$3,000 (\$70,000 per Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon if 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$ 50,000 (\$100,000 per Unit).

Number of Units 1/2

Total Price \$ 50,000

TYPE OF OWNERSHIP (CHECK ONE)

- Individual Ownership
- Joint Tenants with right of Survivorship (both Parties must sign).
- Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership
- Community Property (spouse's signature required)
- Trust or Estate
- Tenants-in-common (both parties must sign).

\_\_\_\_\_  
Signature

Crystal S. Angle  
Signature

\_\_\_\_\_  
Name Typed or Printed

CRYSTAL S. ANGLE  
Name Typed or Printed

STATE OF CONN. )  
COUNTY OF New Haven ) ss.: WATERBURY

On this 8<sup>th</sup> day of July, 1982, before me, the undersigned Notary Public, personally appeared CRYSTAL S. ANGLE, known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carl A. Peters

Notary Public

My Commission Expires: 3/31/83

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this 8<sup>th</sup> day of July, 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By Thomas H. South  
Its General Partner  
Duly Authorized

Wm C. Hill

Frank E. Maddocks

Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

A. I acknowledge receipt of a numbered copy of the Private Offering Memorandum, dated June 29, 1982 and the Partnership's Certificate and Agreement of Limited Partnership (the "Partnership Agreement") furnished therewith (Exhibit C to the Private Offering Memorandum) and adopt, accept and agree to be bound by all the terms and provisions of the Partnership Agreement.

B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily, and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
- (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause such overall commitment to become excessive;
- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Units;
- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$15,000 \$30,000 per Unit, payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$35,000 (\$70,000 per Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$ 50,000 (\$100,000 per Unit).

Number of Units one-half

Total Price \$ 50,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants-in-common (both parties must sign).

Frank E. Maddocks  
Signature

Margaret A. Maddocks  
Signature

Frank E. Maddocks  
Name Typed or Printed

Margaret A. Maddocks  
Name Typed or Printed

STATE OF *Mass.* )  
COUNTY OF *Plymouth* ) ss.:

On this *17<sup>TH</sup>* day of *July*, 1982, before me, the undersigned Notary Public, personally appeared *Frank E. Maddocks and Margaret O. Maddocks* known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Beverly N. Johansen*  
Notary Public  
My Commission Expires: *3/26/87*

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this *8<sup>TH</sup>* day of *July*, 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By *Thomas L. Smith*  
Its General Partner  
Duly Authorized

*Wm C. Hill*

JOHN J. ARENA

Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

A. I acknowledge receipt of a numbered copy of the Private Offering Memorandum, dated June 29, 1982 and the Partnership's Certificate and Agreement of Limited Partnership (the "Partnership Agreement") furnished therewith (Exhibit C to the Private Offering Memorandum) and adopt, accept and agree to be bound by all the terms and provisions of the Partnership Agreement.

B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily, and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause such overall commitment to become excessive;
- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Units;
- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$ 30,000 per Unit, payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$70,000 (\$70,000 per Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon if 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$100,000 (\$100,000 per Unit).

Number of Units ONE

Total Price \$ 100,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

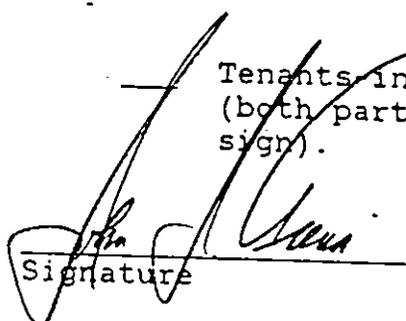
Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants in-common (both parties must sign).

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Typed or Printed

JOHN I. ARENA  
\_\_\_\_\_  
Name Typed or Printed

*Notary*

STATE OF *Massachusetts* )  
COUNTY OF *Suffolk* ) ss.:

On this 30<sup>th</sup> day of *June*, 1982, before me, the undersigned Notary Public, personally appeared *John J. Arena*, known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Leard E. White*  
Notary Public

My Commission Expires: *March 19, 1987*

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this 8<sup>th</sup> day of *July*, 1982.

WHITE/KAY ASSOCIATES LIMITED PARTNERSHIP

By *William C. Holden*  
Its General Partner  
Duly Authorized

*Thomas M. Borden*

ALAN J STRASSMAN  
Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney - -

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

A. I acknowledge receipt of a numbered copy of the Private Offering Memorandum, dated June 29, 1982 and the Partnership's Certificate and Agreement of Limited Partnership (the "Partnership Agreement") furnished therewith (Exhibit C to the Private Offering Memorandum) and adopt, accept and agree to be bound by all the terms and provisions of the Partnership Agreement.

B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily, and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause such overall commitment to become excessive;
- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Units;
- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$ 60,000  
\$30,000 per Unit, payable to the order of the  
Partnership, and 2) and my two promissory notes in the  
aggregate amount of \$140,000 (\$70,000 per Unit) to be dated  
by the Partnership as of the date I am admitted as a limited  
partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon if 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$200,000 (\$100,000 per Unit).

Number of Units 2

Total Price \$200,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

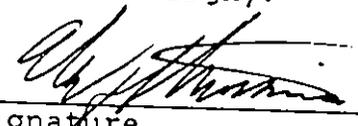
Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants-in-common (both parties must sign).

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature X

\_\_\_\_\_  
Name Typed or Printed

ALAN J. STRASSMAN  
\_\_\_\_\_  
Name Typed or Printed



PAUL N. VONCKX JR  
Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

A. I acknowledge receipt of a numbered copy of the Private Offering Memorandum, dated June 29, 1982 and the Partnership's Certificate and Agreement of Limited Partnership (the "Partnership Agreement") furnished therewith (Exhibit C to the Private Offering Memorandum) and adopt, accept and agree to be bound by all the terms and provisions of the Partnership Agreement.

B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily, and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause such overall commitment to become excessive;
- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Units;
- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$ 15,000 (\$30,000 per Unit), payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$ 35,000 (\$70,000 per Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon if 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$ 50,000 (\$100,000 per Unit).

Number of Units 1/2

Total Price \$ 50,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants-in-common (both parties must sign).

Paul N. Vonckx Jr.  
Signature

\_\_\_\_\_  
Signature

PAUL N. VONCKX JR.  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

STATE OF *Massachusetts* )  
COUNTY OF *Suffolk* ) ss.:

On this *2<sup>nd</sup>* day of *July*, 1982, before me, the undersigned Notary Public, personally appeared *Paul T. Concha, Jr.*, known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stetson Whiteher  
NOTARY PUBLIC

*Stetson Whiteher*  
Notary Public

My commission expires May 26, 1989 My Commission Expires:

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this *8<sup>th</sup>* day of *July*, 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By *Thomas K. Bush*  
Its General Partner  
Duly Authorized

*Wm C. Field*

THOMAS N. DABNEY

Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney

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B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily, and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause such overall commitment to become excessive;
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- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

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2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$<sup>15,000</sup>            \$30,000 per Unit, payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$35,000 (\$70,000 per Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon if 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

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Number of Units 1/2

Total Price \$50,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants-in-common (both parties must sign).

\_\_\_\_\_  
Signature

Thomas N. Dabney X  
Signature

\_\_\_\_\_  
Name Typed or Printed

THOMAS N. DABNEY  
Name Typed or Printed

STATE OF *Mass.* )  
COUNTY OF *Suffolk* ) ss.:

NOTARY

On this *30th* day of *June*, 1982, before me, the undersigned Notary Public, personally appeared *Thomas N. Dabney*, known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Dorothy L. Mitchell*  
Notary Public  
My Commission Expires: *July 13, 1984*

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this *8<sup>th</sup>* day of *July*, 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By *Thomas G. Gorch*  
Its General Partner  
Duly Authorized

*Wm C. Ford*

V. WILLIAM EFTHIM

Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney . .

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

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1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
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3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
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- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
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C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$<sup>\$30,000</sup> 30,000 per Unit, payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$70,000 (\$70,000 per Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$100,000 (\$100,000 per Unit).

Number of Units ONE

Total Price \$100,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants-in-common (both parties must sign).

\_\_\_\_\_  
Signature

*V. William Efthim* X  
Signature

\_\_\_\_\_  
Name Typed or Printed

V. WILLIAM EFTHIM  
Name Typed or Printed

STATE OF *Massachusetts*  
COUNTY OF *Suffolk* )

ss.:

NOTARY

On this *5th* day of *June*, 1982, before me, the undersigned Notary Public, personally appeared *V. William Eptheim*, known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*James M. Leach*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: *1-28-88*

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this *6th* day of *July*, 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By *Thomas K. Smith*  
\_\_\_\_\_  
Its General Partner  
Duly Authorized  
*Wm C. Howe*

JOHN E. GROMAN

Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

A. I acknowledge receipt of a numbered copy of the Private Offering Memorandum, dated June 29, 1982 and the Partnership's Certificate and Agreement of Limited Partnership (the "Partnership Agreement") furnished therewith (Exhibit C to the Private Offering Memorandum) and adopt, accept and agree to be bound by all the terms and provisions of the Partnership Agreement.

B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk;
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily, and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 per additional capital contributions at the option of the General Partners. Unit
5. I am purchasing Units for my own account, for investment only and not with a view to or any intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause such overall commitment to become excessive;
- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Units;
- (v) I have evaluated the risks of investing in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type or am relying on a qualified offeree representative in making this investment decision and
- (vii) I am purchasing for my own account, for investment and not with a view to or any intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power from time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect any action of the Partners provided for in said Partnership Agreement whether or not I voted in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency, laws of the United States, any state or any jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file or record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$1500 \$30,000 per Unit, payable to the order of the Partnership, and 2) and my two promissory notes in the aggregate amount of \$3000 (\$70,000 per Unit) to be dated by the Partnership as of the date I am admitted as a limited partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon if 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$50,000 (\$100,000 per Unit).

Number of Units 1/2

Total Price \$ 50,000

TYPE OF OWNERSHIP (CHECK ONE)

- Individual Ownership
- Joint Tenants with right of Survivorship (both Parties must sign).
- Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership
- Community Property (spouse's signature required)
- Trust or Estate
- Tenants-in-common (both parties must sign).

\_\_\_\_\_  
Signature

John E. Groman  
Signature

\_\_\_\_\_  
Name Typed or Printed

JOHN E GROMAN  
Name Typed or Printed

STATE OF  
COUNTY OF

)  
) ss.: Penobscot  
)

On this 7 day of July, 1982, before me, the undersigned Notary Public, personally appeared John E. Broman, known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeanette E. Patten  
Notary Public  
My Commission Expires:

My Commission Expires June 20, 1987

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this day of , 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By William C. Holden  
Its General Partner  
Duly Authorized

Thomas L. Acker

WILLIAM F. ANDREW  
Name of Subscriber

White/Kay Associates Limited Partnership  
202 Thames Street  
Newport, Rhode Island

Gentlemen:

Subscription Agreement and Special Power of Attorney

I, the undersigned hereby irrevocably apply to become a Limited Partner in White/Kay Associates Limited Partnership, a Rhode Island limited partnership (the "Partnership"), and to subscribe for the number of Units set forth below at a price of \$100,000 per Unit, payable \$30,000 per Unit upon the signing of this agreement and the balance of \$70,000 per Unit by delivery of the undersigned's two Notes in such total amount to the Partnership.

A. I acknowledge receipt of a numbered copy of the Private Offering Memorandum, dated June 29, 1982 and the Partnership's Certificate and Agreement of Limited Partnership (the "Partnership Agreement") furnished therewith (Exhibit C to the Private Offering Memorandum) and I adopt, accept and agree to be bound by all the terms and provisions of the Partnership Agreement.

B. I warrant and represent as follows:

1. I have examined the Private Offering Memorandum and recognize that an investment in the Units involves a high degree of risk.
2. I recognize that there will be no public market for the Units, that it may not be possible to liquidate my investment readily and that the Partnership has no intention of registering the Units under the Securities Act of 1933, as amended (the "Act"), or of supplying information necessary to enable me to make a sale of the Units under Rule 144 of the Act;
3. I understand that I am purchasing this interest in the Partnership without being furnished any offering literature or prospectus other than the Private Offering Memorandum and the Exhibits thereto;

4. I understand that I may be assessed by the Partnership for up to an aggregate of \$10,000 additional capital contributions at the option of the General Partners.
5. I am purchasing Units for my own account, for investment only and not with a view to or an intention of distribution or resale thereof in whole or in part or the grant of any participation therein;
6. I recognize that out of the total proceeds of this offering substantial fees will be paid to the General Partners.
7. I represent that:
  - (i) if I am purchasing three-quarters (3/4ths) of a Unit or less, either
    - (A) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$200,000 and I have, and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and household furnishings and automobiles) is not less than \$400,000;
  - (ii) if I am purchasing more than three-quarters (3/4ths) of a Unit, either
    - (A) my net worth (excluding equity in my home and my household furnishings and automobiles) is not less than \$250,000 and I have and anticipate that in the future I will continue to have, income some portion of which is subject to a federal income tax rate of at least 49%; or
    - (B) my net worth (excluding the equity in my home and my household furnishings and automobiles) is not less than \$500,000.

- (iii) my overall commitment to investments which are not readily marketable is disproportionate to my net worth and investment in the Units will not constitute such overall commitment to become excessive;
- (iv) I have adequate means of providing for my current needs and personal contingencies and have no need for liquidity in my investment in the Partnership;
- (v) I have evaluated the risks of investment in the Partnership;
- (vi) I have substantial experience in making investment decisions of this type relying on a qualified officer or representative in making this investment decision and
- (vii) I am purchasing for my own account investment and not with a view to the intention of distribution or resale of the Units in whole or in part.

C. I hereby make, constitute and appoint the General Partners of the Partnership, and each of them, and each person or corporation who shall hereafter become a General Partner and each of them, with full power of substitution, my true and lawful attorney with full power for and in my behalf, and in my name, place and stead, with the power, time to time to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish:

1. any amendment to the Partnership Agreement or any other document required to reflect the action of the Partners provided for in the Partnership Agreement whether or not I have in favor of or otherwise consented to such action; and
2. any other instrument, certificate or document as may be required by any regulatory agency or laws of the United States, any state or jurisdiction in which the Partnership is doing or intends to do business or which the General Partners deem advisable to file for record, provided such instrument, certificate or document is in accordance with the terms of the Partnership Agreement as then in effect.

I am aware that the terms of the Partnership Agreement permit certain amendments of the Partnership Agreement to be effected and certain other actions to be taken or omitted by or with respect to the Partnership, in each case with the approval of less than all the Limited Partners, provided that a specified percentage of the Partners shall have voted in favor of or otherwise consented to such action. If, as and when

1. an amendment of the Partnership Agreement is proposed or an action is proposed to be taken or omitted by or with respect to the Partnership which requires, under the terms of the Partnership Agreement, the approval of a specified percentage in interest (but less than all) of the Partners,
2. Partners holding the percentage of interests in the Partnership-specified in the Partnership Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by the Partnership Agreement, and
3. I have failed or refused to approve such amendment or action,

I nevertheless agree that each special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and in my behalf, and in my name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken or omitted. I am fully aware that I and each other Limited Partner have executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership affairs.

The foregoing grant of authority

1. is a Special Power of Attorney coupled with an interest in favor of the General Partners and as such shall be irrevocable and shall survive my death or insanity;
2. may be exercised for me by a facsimile signature of any General Partner of the Partnership or by listing all or any of the Limited Partners, including me, executing any instrument and then by the single signature of any General Partner acting as attorney-in-fact for all of them; and
3. shall survive the Assignment by me of the whole or any portion of my interest, except that where the Assignee of the whole thereof has furnished a Power of Attorney and has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, this Power of Attorney shall survive such Assignment for the sole purpose of enabling a General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

D. I enclose herewith 1) my check in the amount of \$300  
\$30,000 per Unit, payable to the order of the  
Partnership, and 2) and my two promissory notes in the  
aggregate amount of \$70,000 (\$70,000 per Unit) to be dated  
by the Partnership as of the date I am admitted as a limited  
partner in the Partnership.

I understand that the check enclosed herewith will be held (but not negotiated) by the General Partners for my benefit and will be returned promptly to me without deduction and without interest thereon if 7 of the Units are not subscribed for by August 31, 1982. I further understand that the promissory notes enclosed herewith will be held by the General Partners for my benefit and will be returned promptly to me if 7 of the Units are not subscribed for by August 31, 1982.

IN WITNESS WHEREOF, the undersigned hereby executes under seal this Subscription Agreement and Special Power of Attorney which shall constitute a Counterpart of White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership and hereby agrees to be bound by all the provisions of said Partnership Agreement and by so doing will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution of \$ 100,000 (\$100,000 per Unit).

Number of Units 1

Total Price \$ 100,000

TYPE OF OWNERSHIP (CHECK ONE)

Individual Ownership

Joint Tenants with right of Survivorship (both Parties must sign).

Corporation (President or Vice President and Secretary or Assistant Secretary must sign) or Partnership

Community Property (spouse's signature required)

Trust or Estate

Tenants-in-common (both parties must sign).

\_\_\_\_\_  
Signature

William F. Andrews  
Signature

\_\_\_\_\_  
Name Typed or Printed

William F. Andrews  
Name Typed or Printed



STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1982, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, who, being duly sworn, acknowledged that it was his free act and deed and that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

The foregoing Subscription Agreement and Special Power of Attorney is hereby accepted as a Counterpart to the White/Kay Associates Limited Partnership Certificate and Agreement of Limited Partnership this 8<sup>th</sup> day of July, 1982.

WHITE/KAY ASSOCIATES LIMITED  
PARTNERSHIP

By Thomas L. Ash  
Its General Partner  
Duly Authorized  
W. C. Howell

208 1807A13...500081

RECEIVED & FILED JUL 20 1982

*Lee*