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THOMAS INVESTMENTS

AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

AGREEMENT dated as of this 29th day of May, 1984 by and among PAUL T. PRINDIVILLE of Warren, Rhode Island, as General Partner (the "General Partner") and PAUL T. PRINDIVILLE of Warren, Rhode Island and MARSHA S. PRINDIVILLE of Warren, Rhode Island, as Limited Partners (the "Limited Partners").

WITNESSETH THAT:

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

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

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

2. Name. The business of the Partnership shall be conducted under the name and style of Thomas Investments.

3. Term. The Partnership shall continue in full force and effect until December 31, 2050, unless the Partnership is sooner dissolved by the happening of any of the following

events: (a) the sale or disposition of all or substantially all of the Partnership property; (b) the death, bankruptcy or legal incapacity of the General Partner, if the Limited Partners do not elect to continue the business of the Partnership; (c) the dissolution of the Partnership by operation of law; or (d) the written consent of a majority of the Partners to terminate the Partnership.

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

5. Authorized Acts. In furtherance of its purposes, but subject to all other provisions of this Agreement, the Partnership is hereby authorized to:

(a) To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated;

(b) To sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated;

(d) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, employ, sell issue, lend, lease, exchange, transfer, or otherwise dispose of, mortgage, pledge,

use and otherwise deal in and with, bonds and other obligations, shares or other securities or interests issued by the Partnership or others, whether engaged in similar or different business, governmental or other activities; and

(e) To have and exercise all powers necessary or convenient to lawfully effect any or all of the purposes for which the Partnership has been formed, and to take all action and to execute any and all contracts, documents or instruments, and any and all changes or amendments thereto, which the Partners shall deem appropriate to carry out the purposes for which the Partnership has been formed.

6. Principal Office. The principal place of business of the Partnership shall be located at 25 Thurber Boulevard, Smithfield, Rhode Island 02917, but other or additional places of business may be selected from time to time by the General Partner on notice to the Limited Partners.

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

8. Additional Capital Contributions or Loans by the Partners.

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

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

9. Rights, Powers and Duties of General Partner. During the continuance of this Partnership, the rights and liabilities of the General Partner and the Limited Partners, respectively, shall be as follows:

9.1 The General Partner shall manage the Partnership business and shall have exclusive power on behalf and in the name of the Partnership to carry out any and all of the purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings which the General Partner may deem necessary or advisable or incidental to the business of the Partnership.

9.2 The Limited Partners shall take no part in the conduct or control of the Partnership business and shall have no authority or power to act for or to bind the Partnership.

9.3 The General Partner shall use his best efforts to further the Partnership business, but nothing herein contained shall preclude the General Partner from (i) engaging in other business activities (including business activities of the kind conducted by the Partnership) not related to this Partnership, or (ii) being a partner in any other partnership or participating in the ownership of any other business entity; and neither the Partnership nor any Limited Partner shall have any interest in such other activities of the General Partner by virtue of the relationship established hereby.

9.4 The General Partner shall be authorized, on behalf of the Partnership, to employ and engage the services of individuals and/or entities affiliated with the General Partner and to pay fees and salaries in connection with such employment and services, provided that such transactions are fair and equitable to the Partnership.

9.5 The General Partner acting for, in the name and on behalf of the Partnership is hereby authorized:

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

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

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

9.6 The General Partner shall devote to the Partnership such time as may be necessary for the proper performance of his duties.

9.7 The funds of the Partnership shall be deposited in such bank accounts as shall be designated and maintained by the General Partner. The General Partner shall at no time appropriate such funds for the use of any person or entity except the Partnership. Withdrawals of Partnership funds from such accounts shall be made upon such signatures as the General Partner shall designate.

9.8 The Partnership shall indemnify the General Partner, from the assets of the Partnership, against any loss or damage incurred by the General Partner by reason of any act performed

by him in good faith on behalf of the Partnership. The General Partner shall not be liable to the Limited Partner for any negligent act, error, mistake or omission and shall be liable only for willful malfeasance or fraud.

10. Management. The General Partner shall manage the business of the Partnership.

11. Financial Reports. Proper books of account of the Partnership shall be kept in accordance with generally accepted accounting principles, by or under the supervision of the General Partner at the principal office of the Partnership, and shall be open to inspection by the Limited Partner at any reasonable time. The General Partner shall keep the Limited Partners informed of the progress of operations and shall furnish to the Limited Partners all income tax information necessary for reporting individual income on a calendar year basis. The accounts of the Partnership shall be prepared annually by an independent accountant selected by the General Partner.

12. Third Parties. Any contract, agreement or instrument of the Partnership shall be binding upon the Partnership if signed by the General Partner, and no third party dealing with the Partnership shall be required to inquire into the authority of the General Partner to execute and deliver any such instrument, but shall be entitled to rely conclusively upon the power and authority of the General Partner as set forth above.

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

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

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

14. Return of Contributions. The contributions of the Limited Partners shall be returned upon the dissolution of the Partnership or when capital contributions are no longer deemed by the General Partner to be required for the conduct of the business of the Partnership. No Limited Partner shall have the right to demand and receive property other than cash in return for his contribution.

15. Withdrawal of General Partner. No General Partner shall have the right to withdraw voluntarily from the Partnership and to sell, assign or encumber his Partnership interest without the prior consent of the majority of the Limited Partners. In the event of the death, bankruptcy or incapacity of a General Partner or any other similar event which would cause a termination of the Partnership, the remaining General Partner or General Partners shall continue the business of the Partnership. If, following such event there is no remaining General Partner, then the Limited Partners may within 30 days of such

event designate a successor General Partner and the Partnership shall be continued.

16. Transferability of Partnership Interests.

16.1. Right to Assign. The Partners shall have the right to assign and transfer all or any part of their interest in the Partnership to any person who is already a Partner.

16.2 Right of Refusal. No Partner may transfer, sell, alienate, assign, bequeath or otherwise dispose of all or any part of his interest in the Partnership, whether voluntarily, involuntarily or by operation of law or a judicial sale or otherwise, to any purchaser, donee or legatee unless such Partner or his personal representative should have first made the offer to sell as hereinafter provided and such offer shall not have been accepted. The transferring Partner shall first offer the interest in the Partnership which he desires to transfer, to the other Partners. The offer to sell shall set forth the name and address of the prospective purchaser, donee or legatee, as the case may be; the description of the interest desired to be transferred; and the terms of such sale, including the price, or the valuation for federal gift or estate taxes of such interest in the Partnership. Within 15 days after the receipt of such written offer, any Partner may in writing reject or accept such offer and if the Partner so accepts, he shall consummate the purchase and sale of such interest at the price of said offer with the transferring

Partner at the principal office of the Partnership no later than 30 days thereafter. In the event two or more Partners so accept such offer and they are unable to agree as to the apportionment thereof, each such Partner shall be entitled to purchase that portion of the interest which his capital contribution bears to the capital contribution of all such Partners. The purchase price of such interest shall be paid in cash or by certified check. If the Partners do not accept the offer to purchase within such 15-day period the selling Partner may at any time within 30 days from the expiration of such 15-day period, may make a bona fide sale or gift to the prospective purchaser or donee named in the offer to sell, any such sale or gift to be made only in accordance with the terms therein stated, and of such interest is not so disposed of within such period, it shall again become subject to the provisions of this paragraph.

16.3 Substitute Limited Partners. No Limited Partner shall have the right to substitute an assignee who is not already a Limited Partner as a Limited Partner in his place without the prior written consent of the General Partner. The General Partner shall have the right in his exclusive discretion to permit such assignee to become a Substitute Limited Partner and any such permission by the General Partner shall be binding and conclusive without the consent or approval of any Limited Partner. Any Substitute Limited Partner shall, as a

condition of receiving any interest in the partnership assets, agree to be bound by all documents binding the partnership and by the provisions of the Agreement. Upon the admission of a Substitute Limited Partner, Schedule A attached hereto shall be amended to reflect the name of such Substitute Limited Partner and to eliminate the name of such withdrawing Limited Partner, and an amendment to the Certificate of Limited Partnership reflecting such admission shall be filed.

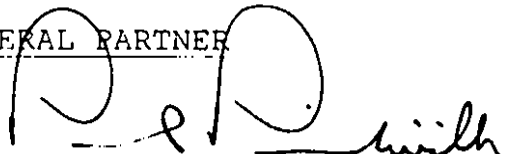
17. Power of Attorney. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner his true and lawful attorney, and empowers and authorizes such attorney, in the name, place and stead of such Limited Partner, to make, execute, sign, acknowledge and file in such place or places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

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

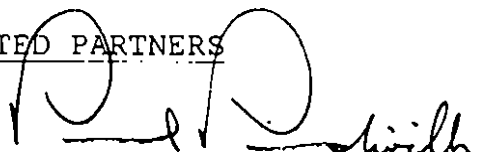
counterparts, each of which so executed shall be deemed to be an original.

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

GENERAL PARTNER


Paul T. Prindiville

LIMITED PARTNERS

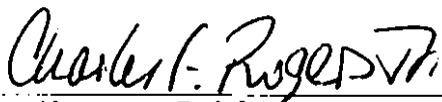

Paul T. Prindiville


Marsha S. Prindiville

STATE OF RHODE ISLAND

COUNTY OF

On the 29th day of May, 1984, personally appeared Paul T. Prindiville, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.


Notary Public
CHARLES F. ROGERS JR

STATE OF RHODE ISLAND

COUNTY OF

On the 29th day of May, 1984, personally appeared Marsha S. Prindiville, to me known and known by me to be the party

executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed.

Charles F. Rogers Jr

Notary Public

CHARLES F. ROGERS JR.

SCHEDULE A

GENERAL PARTNER

Paul T. Prindiville
62 Union Street
Warren, Rhode Island

CAPITAL
CONTRIBUTION

\$ 3.00

PERCENTAGE
INTEREST

1%

LIMITED PARTNERS

Paul T. Prindiville
62 Union Street
Warren, Rhode Island

\$294.00

98%

Marsha S. Prindiville
62 Union Street
Warren, Rhode Island

\$ 3.00

1%

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